



Lawyers' Handbook

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You acknowledge and agree that the contents of the Handbook are confidential, and that you will not discuss or disclose its contents to any person outside the Firm, except in circumstances where express prior consent has been sought and received from your Office Administrator.

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1 Policies

1.1 Anti-bribery and Anti-corruption

1. Zero Tolerance of Bribery and Corruption

- 1.1. The Firm has a zero tolerance of bribery and corruption. The anti-bribery and anti-corruption policy extends to all the Firm's business dealings and transactions in all the jurisdictions in which it operates. The anti-bribery and anti-corruption policy will be regularly revised to reflect any changes in the law or in the Firm's business practices. All staff (partners, employees and consultants) are expected to be familiar with each change to the anti-bribery and anti-corruption policy. All staff are required to comply with the anti-bribery and anti-corruption policy, without exception.
- 1.2. The Firm prohibits bribery and will not tolerate its staff, in their relationship with the Firm, being involved in bribery whether by offering, promising, soliciting, demanding, giving or accepting bribes or behaving corruptly in the expectation of a bribe.
- 1.3. The Firm is disseminating this Policy to all staff by posting it on its internal website as a Firm-wide policy.

2. What is Bribery and Corruption?

- 2.1. Broadly, bribery is the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal or a breach of trust. An "advantage" includes a monetary payment or other benefit. An action which is illegal includes the improper performance of a person's professional functions.
- 2.2. Improper performance of a person's professional function would be a failure to perform it in line with the relevant expectation.
 - 2.2.1. A professional function is any function of a public nature; any activity connected with a business, trade or profession; any activity carried out in the course of employment; or any activity carried out on behalf of a body of persons (corporate or unincorporated).
 - 2.2.2. The relevant expectation is that the function will be performed in good faith and performed with impartiality; and where the person doing so is in a position of trust.
- 2.3. The test for whether the performance of the function has been carried out improperly is objective: would a reasonable person consider that the performance of the function has been carried out improperly?
- 2.4. Accordingly, it is unacceptable for any member of staff to participate in any form of bribery or corruption, as follows:
 - 2.4.1. offering, promising or giving an advantage to another person, intending that the person (or someone else on his/her behalf) is rewarded for performing, or being induced to perform, a relevant function improperly;
 - 2.4.2. requesting, agreeing to or accepting a bribe: intending that a relevant function should be performed improperly, either by him/her or by a third party; when to do so, in itself, would be improper performance of a relevant function; as a reward for carrying out a relevant function improperly, or in anticipation or consequence that they (or someone else on his/her behalf) will perform a relevant function improperly; and/or

2.4.3. giving, promising to give, or offering a payment, gift or hospitality to a government official, agent or representative to facilitate or expedite a routine procedure.

2.4.4. If any member of staff is unsure as to whether any act constitutes an act of bribery or corruption, or is unsure as to the meaning of bribery and corruption generally, he/she is instructed to obtain further clarification from the Administrative Partner or General Counsel.

3. Promotional Expenditure: Gifts, Hospitality or the Re-Imbursement of Expenses

3.1. The Firm prohibits the offering, giving or receiving of gifts, hospitality and the re-imbursement of expenses whenever they are or could reasonably be perceived to be a bribe, or are not reasonable and bona fide.

3.2. This policy does not prohibit reasonable, proportionate and appropriate gifts and/or hospitality given to or received from third parties, provided it is in accordance with this policy and other Firm policies.

3.3. The recipient of any gift and/or hospitality should not be given the impression that he/she is under an obligation to confer any business or that his/her independence will be affected by receiving any such hospitality.

3.4. No hospitality or entertainment will be given to a third party without at least one member of staff being present.

3.5. The giving to or receiving of gifts from government officials is regulated by the Firm's policy entitled: "Gifts to Government Officials."

3.6. The giving to or receiving of gifts from individuals or companies that provide the Firm with goods or services is regulated by the Firm's policy entitled: "Vendors – Financial Interests in Vendors; Gifts and Gratuities; Solicitation of Contributions".

4. Charitable Contributions/Corporate Sponsorships

4.1. From time to time, the Firm makes charitable contributions or gives corporate sponsorships, including at the request of Firm clients. These must be approved by the Administrative Partner if the value is below \$25,000 or by the Management Committee if the value is above \$25,000. The Firm never makes charitable contributions or corporate sponsorships in an attempt to influence any decision or to gain a business advantage. The Firm only makes charitable donations that are legal and ethical.

4.2. The organizations which receive charitable contributions or corporate sponsorships from the Firm are organizations which are recognized as having charitable status by the US Internal Revenue Service, or by government departments in other jurisdictions.

4.3. The Firm will be transparent as to its criteria behind the selection of the organizations to which donations, contributions, sponsorship are made.

4.4. This policy does not prohibit any individual member of staff from offering, making, seeking or receiving a charitable donation in his or her own private capacity, provided that the donation is made to a bona fide charity, is not intended to have the effect of obtaining a business advantage, and there is no risk that it could be perceived as a bribe in connection with the Firm or its business.

5. Political Contributions

5.1. A political contribution is defined as a contribution, financial or in kind, to support a political cause. A contribution can include both a gift or a loan of property, services, advertising or promotional activities.

5.2. It is the Firm's policy not to make political contributions in any form, whether to political parties, causes or to support individual candidates. The Firm is not involved in Political Action Committees.

5.3. Staff may make their own personal contributions, provided that they are not made in any way for the purpose of obtaining or retaining business or securing an advantage for the Firm. The Firm will not reimburse any member of staff in any way for making political contributions.

5.4. If any lawyer of the Firm considers that he or she may be perceived as taking part in lobbying activities, he or she must disclose this to the General Counsel.

6. Facilitation Payments

6.1. The Firm prohibits "facilitation" payments by its staff, as these are bribes and illegal. Facilitation payments are small payments made to individuals (generally public officials) to secure or speed up routine actions, usually by public officials, such as issuing visas, licenses, permits, or providing services. Paying a higher tariff to a government or governmental entity for a quicker service (e.g. for a visa in 24 hours rather than 1 week) is not a facilitation payment, provided the payment is made to the government or governmental entity and not to the individual personally.

6.2. Facilitation payments can also be solicited by employees of commercial providers of services, such as telephone or cable services. The Firm's policy also requires that we work to ensure that our agents and other intermediaries, contractors and suppliers do not make facilitation payments on our behalf.

6.3. Facilitation payments may be requested when a member of staff is travelling. If it becomes necessary to make such a payment under threat of physical harm, confiscation of property or loss of liberty or imprisonment, then payment should be made and reported in detail to the General Counsel on the member of staff's return to the office. If possible, the member of staff should try to obtain a receipt and details of the official to whom the payment was made.

7. Hiring of Staff and Engagement of Consultants

7.1. The Firm's hiring of permanent or temporary staff and its engagement of consultants will be carried out consistent with the Firm's policy of zero tolerance of bribery and corruption.

7.2. All hiring and engagement decisions must be based on the merits of the individual candidate, relative to the others being considered for the position, and all candidates must be subject to the Firm's generally applicable hiring and engagement procedures. Attention is drawn to the Firm's policy entitled: "Equal Employment Opportunity Policy."

7.3. No partner or employee (regardless of title or seniority) may try to influence the hiring or engagement process such that the relative merits of the respective candidates are not the controlling factors in any employment or engagement decision.

7.4. In particular, preferential treatment in the hiring or engagement of a candidate (including a partner) who is (i) a relative of, [\[Note 1\]](#) or referred to the Firm by, a current or known potential client of the Firm; or (ii) related to or referred to the Firm by a Government Official [\[Note 2\]](#) may be viewed as a potential indicator of improper inducement, particularly where the current or known potential client of the Firm or Government Official appears to be or is in a position to influence the engagement of the Firm or otherwise to make a decision or omit to make a decision that is favorable to the Firm's business interests.

7.5. The hiring or engagement of a person who is related to a client or known potential client or Government Official is not prohibited; however, particular care must be exercised.

7.6. All potential new hires are required to complete: (i) the Firm's standard employment application form; and (ii) the Firm's standard legal conflicts form. In addition, all potential new hires and all consultants are required to complete a relationships form that includes:

7.6.1. A question whether any of the potential new hire's or consultant's relatives are clients of the Firm or known potential clients of the Firm or Government Officials and, if so, an instruction to provide the relative's name, employer, position, and relationship to the potential new hire or consultant; and

7.6.2. A question whether the potential new hire or consultant was referred by a client or known potential client or Government Official and, if so, an instruction to provide the referrer's name, employer, position, and details of the new hire's or consultant's relationship to the referrer.

7.7. When anyone involved in a hiring or engagement process becomes aware that a potential new hire or consultant is related to, or has been referred by, a client or known potential client or Government Official, he or she should as soon as possible draw the relationship or referral to the attention of (A) in the case of employment of a lawyer (i) the Firm's Hiring Partner and (ii) the Firm's Director of Recruiting and (B) in the case of other employment or engagement of a consultant (i) the Firm's Executive Director – Personnel and (ii) the Firm's General Counsel.

7.8. If, because of a relationship or referral, there is any doubt as to whether a hiring or engagement decision would be consistent with the candidate's relative merits, the matter should be referred to the Management Committee before a decision to proceed is made.

7.9. No individual employed by the Firm, whether permanently or temporarily, and no consultant engaged by the Firm, may receive any preferential treatment (e.g. when an employee is considered for promotion, transfer or termination) because of any relationship to or referral by a client, known potential client or Government Official.

8. Vendors/Suppliers: Contracting and Purchasing

8.1. The Firm's awarding of contracts will be carried out in line with the Firm's policy of zero tolerance of bribery.

8.2. All material suppliers are selected by reference to clearly specified and documented criteria, relating to the quality of the product or service, its availability and price.

8.3. Attention is drawn to the Firm's policy entitled: "Vendors – Financial Interests in Vendors; Gifts and Gratuities; Solicitation of Contributions."

9. Agents and Other Intermediaries

9.1. The Firm does not use third party agents to obtain work.

10. Non-Retaliation and Mandatory Compliance

10.1. No member of staff will suffer demotion or penalty or any other disciplinary action or adverse consequence for refusing to pay or accept a bribe, even if such a refusal may result in the Firm losing business.

10.2. Compliance with the anti-bribery and anti-corruption policy is mandatory for all staff. Failure to comply with the anti-bribery and anti-corruption policy will be a disciplinary offense and can result in termination of employment. Such sanctions will be applied openly and consistently to all members of staff.

10.3. If any member of staff genuinely and in good faith considers that an act of bribery has or might have taken place, or is likely to occur, he/she must report the matter as soon as possible to the General Counsel.

10.4. Each member of staff can speak up without fear of recrimination. No member of staff will suffer any detrimental treatment arising out of the reporting of a genuine suspicion in good faith, even if such suspicions turn out to be mistaken. If any member of staff is in any doubt as to whether to report a matter, the matter should be reported.

11. Internal Controls

11.1. Accurate record keeping and accounts are the key to ensuring transparency in all transactions involving the Firm.

11.2. The Firm has an effective system of internal controls to counter bribery, comprising financial and organizational checks and balances over the Firm's accounting and record-keeping practices.

11.3. The Firm maintains accurate books and records which properly and fairly document all financial transactions.

11.4. The Firm does not and will not maintain "off-the-book" accounts.

11.5. Each member of staff is expected to maintain a high standard of record keeping, and to ensure the accuracy of records or accounts.

11.6. Each member of staff must ensure that he or she submits all expense claims relating to hospitality, gifts or other expenditure incurred in relation to third parties in accordance with the Firm's expenses policy.

12. Review of Policy

12.1. The Administrative Partner will review the implementation and adherence to this anti-bribery and anti-corruption policy annually and report to the Management Committee. The Administrative Partner will review any incidents of allegations of bribery and corruption and actions taken to correct deficiencies, as they occur and report them to the Management Committee.

Notes

1. For purposes of this Policy, "relative" or "related to" shall refer to any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Cf. 17 C.F.R. §229.404 (definition of "related person").

2. The term "Government Official" is broadly defined and includes: (a) officials and employees of; (b) agents, advisors, or consultants for; and (c) other individuals acting in an official capacity on behalf of: (i) governments and governmental agencies and instrumentalities; (ii) companies or organizations that are partially or wholly-owned or controlled by a government or governmental agency or instrumentality (not notwithstanding that the company may be publicly listed); or (iii) political parties.

This policy is part of the **Lawyers' Handbook**.

1.2 Antitrust Policy - Exchange of Information

It is the long-standing policy of the Firm to comply in all respects with the letter and spirit of the antitrust laws of the United States and foreign countries. The Firm and its personnel must stay within the bounds of the law, and it is our policy that all personnel must also refrain from engaging in any activity that could create the appearance of impropriety.

The penalties for antitrust law violations can be severe, and both the Firm and its personnel could be subject to criminal and civil penalties and civil damages for any such violations.

The most important application of the antitrust laws to the Firm concerns the Firm's relationship with other law firms—its competitors. The antitrust laws prohibit agreements that substantially lessen competition between competitors.

There must be no agreements, discussions or exchanges of information with other law firms or any of their partners or employees about the terms of the competition between us and other law firms or to coordinate current or future competitive decisions. Examples of competitively sensitive decisions would include: (i) for which clients to compete, (ii) the rates charged or to be charged to clients, and (iii) the salaries paid to legal and non-legal staff. You must not discuss competitively sensitive subjects in any context—either business or social—with anyone outside of the Firm.

Without permission in advance from the Management Committee, competitively sensitive information should not be provided to any third party.

If you ever have questions about whether conduct you are considering could present an antitrust law risk, you should consult with the Management Committee or [Arthur F. Golden](#), [Ronan P. Harty](#), [Joel M. Cohen](#) or [Arthur J. Burke](#).

This policy is part of the **Lawyers' Handbook**.

1.3 Associate and Counsel Expatriate Policy for U.S. Practicing Lawyers on Overseas Assignment

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The Firm's expatriate policy is intended to provide fair and reasonable compensation to associates and counsel for certain incremental costs associated with working outside their home country. In stating this goal, it should be recognized that the exercise of determining what is fair and reasonable is not an exact science, and there are many benefits and disadvantages (both tangible and intangible) to living outside one's home country that cannot be quantified in monetary terms. The types of accommodations and life styles available overseas are likely to be different - in some respects they will be perceived as superior, and in some respects they will feel inferior. It is not a goal of this policy to ensure that a lawyer can reproduce any particular set of living conditions in another city or country. Rather the policy is intended to help the lawyer afford reasonable and appropriate arrangements, taking into account the local environment. As this policy is meant to reduce the burden for a household moving overseas, married couples who are both Davis Polk employees will receive one expatriate

package in connection with benefits such as, but not limited to, the reimbursement of relocation expenses, the housing supplement as it applies to associates in Tokyo, and home leave (Asia and São Paulo). The policy is also intended to provide a systematic and consistent approach to these arrangements in order to maintain fairness among lawyers and to reduce the administrative burden on the Firm.

Scope of Policy

This policy sets out the Firm's guidelines for compensating a United States practicing associate or counsel ("overseas assignee") who accepts an assignment to one of the Firm's offices outside the United States for a period of between one and five years (a "temporary assignment"). If you are going on an overseas assignment expected to last less than one year, please see [Note 1](#).

The policies set forth below will be implemented in nearly all instances in order to achieve the highest possible degree of consistency and general fairness. In rare circumstances, it may be appropriate to modify certain policies in order to prevent unintended hardship. Any such exceptions must be approved by the Management Committee.

Anyone considering an overseas assignment should carefully review these guidelines and should try to anticipate and raise any questions or concerns before accepting the assignment. Any such questions or concerns should be raised with [Carolina Fenner](#), Associate Development Manager or [Renee DeSantis](#), Director of Associate Development.

The policies and guidelines mentioned below vary by local market practice. **Davis Polk reserves the right to amend any of these policies and guidelines at its sole discretion.**

Allowances and Other Payments by the Firm

The principal components of the Firm's expatriate arrangements are:

- reimbursement of reasonable relocation expenses involved in moving to and returning from an overseas assignment (see "[Relocation Expenses](#)")
- in all locations, a lump sum allowance (see "[Lump Sum Allowance](#)")
- in addition to the lump sum, Tokyo based associates will receive a housing supplement (see "[Appendix 2](#)")
- an educational expense reimbursement for school age children attending school in the host location (see "[Education Expenses](#)")
- reimbursement of certain expenses related to home leave for associates/counsel relocating to Asia or São Paulo (see "[Home Leave](#)")

Benefits Period

The various allowances provided under this policy are generally intended to make the transition from one Davis Polk office to another non-United States location as smooth as possible. As noted, they are not intended to replicate any particular lifestyle. The policy also envisions transferees becoming progressively more accustomed to the host country location over time. For an assignment up to five years, all benefits/allowances will typically continue for the entire length of the assignment. However, for longer transfers and permanent moves to Europe, a phase-out of the expatriate package will apply. Effective the first day of the month following an overseas assignee's fifth anniversary in any of our European offices, the expatriate package will no longer apply. Relocation from one overseas office to another will not reset the expatriate package.

Relocation Expenses

(For individuals relocating to our Beijing Office, please see Mobility Allowance and Special Move Allowance below.)

The Firm will reimburse an overseas assignee for reasonable relocation expenses incurred as a result of an overseas assignment as follows:

Travel Expense

The Firm will cover business class travel to Asia and economy class travel to all other locations for you, your spouse, and dependent children to and from the overseas location. If an individual is covered under business class travel and chooses to use economy class, the Firm will not reimburse the difference between business class and economy class to the individual.

Moving and Storage Expenses

The Firm will cover the costs of shipping, storage, and related insurance subject to the guidelines set forth in Shipping of Goods and Storage of Household Goods under "[Relocation Arrangements](#)". See also Shipping, Storage, and Insurance Guidelines in [Appendix 1](#).

Temporary Accommodations

For all assignees except those relocating to the São Paulo Office, the Firm will pay for temporary housing for up to 21 days. If temporary housing is required beyond the 21-day period, the overseas assignee will be responsible for the full cost from the 22nd day.

For assignees relocating to the São Paulo Office, the Firm will pay for temporary housing for up to 30 days. If temporary housing is required beyond the 30-day period, the overseas assignee will be responsible for the full cost from the 31st day.

For all assignees returning to the United States, the Firm will pay for 1) temporary housing for up to 21 days and 2) a per diem amount to assist with basic living expenses. The per diem will cease when the assignee leaves temporary housing, even if prior to 21 days. Please refer to the specific guidelines which will be provided to you approximately three months prior to your repatriation date.

Real Estate Agent Fees or Relocation Services

For assignees relocating to one of our overseas locations, the firm will provide a one-time reimbursement up to 15% of your annual rent for real estate agent fees.

For all assignees returning to the United States, the Firm will provide a one-time reimbursement up to 15% of your annual rent with a maximum reimbursement of US\$8,000 for real estate agent fees. Such fee will not be reimbursed later than six months after your arrival in the United States.

In certain countries, in lieu of paying real estate agent fees, a relocation service may be used. Please contact the Office Administrator or Associate Development Manager in the host country for details. Note that payments made in connection with real estate agent or relocation service fees will be made as a one-time, non-transferable fee paid to an established business. Payments to individuals will not be made.

Mobility Allowance

In connection with an overseas move, the Firm will provide a mobility allowance to help defray additional costs associated with your relocation. Examples of expenses that the mobility allowance covers include, but are not limited to, purchasing of certain furnishings, fixtures and/or electrical appliances where the home country standard will not operate, tipping and/or purchasing of meals for the movers, the additional expense of exceeding the firm's shipping limitation, the cost of shipping items not covered by the firm (see "Shipping of Household Goods"), any and all excess luggage fees, cost of temporary accommodations in excess of 21 days (or 30 days for São Paulo), and the cost of additional storage in the host location.

The mobility allowance will be remitted through payroll during an overseas assignee's first monthly pay period in the new location. Married couples who are both Davis Polk employees will each receive a mobility allowance.

Special Move Allowance - for assignees relocating to our Beijing Office.

This one-time payment of US\$20,000 (before taxes) covers all aspects of the move including, but not limited to, the packing and shipping of household goods, airfare for the assignee and the assignee's spouse and school-aged children, temporary accommodations, real estate agent fees, storage, etc. The assignee should arrange and coordinate all phases of the move to Beijing.

Pre-Move Visit

The Firm will pay for a visit of up to one week to the host location for the overseas and returning assignee and, if necessary, his/her spouse and/or school-aged children (United States equivalent of kindergarten through high school) to explore schools and housing. In these cases, the airfare will be economy class, and the hotel or temporary accommodation and other reasonable living expenses (including meals, laundry, and local transportation) will be reimbursed in accordance with the Firm's business travel policies and procedures. Prior approval from Renee DeSantis is required for all pre-move visits.

Miscellaneous

The Firm will reimburse reasonable costs associated with obtaining travel documents, etc. Please contact [Carolina Fenner](#) if you have any questions regarding reimbursable expenses.

For further information relating to relocation, see "[Relocation Arrangements](#)".

Cost of Home Country Housing During Overseas Assignment

The Firm will not reimburse costs incurred in vacating or continuing to carry a residence during an overseas assignment. Before accepting an overseas assignment, you should consider the possible financial consequences of dealing with any real estate holdings. Past experience suggests that renters are generally able to vacate the property without financial consequences. If you own an apartment or house, you should decide whether to sell the property or retain it with the related risks and expenses.

Lump Sum Allowance

A lump sum allowance will be paid to associates and counsel transferring to most of our overseas offices.

The annual lump sum amount will vary depending on the office location. It will be reviewed on a regular basis and could either increase, decrease, or remain the same. The lump sum allowance will be paid on a monthly basis and will be prorated if less than a full month of the allowance has accrued. It will begin to accrue as of an overseas assignee's first day in temporary accommodations and will continue for as long as he/she is eligible to receive such allowance. Note that the lump sum allowance will begin as of the first day in the office for those who do not take advantage of temporary accommodations. Payment for any accrued amounts will be made through payroll during each pay period. Married couples who are both Davis Polk employees will each receive a lump sum payment. The overseas assignee is required to pay all taxes including, but not limited to, personal income and social taxes.

Anyone considering a transfer to one of our overseas offices should contact Associate Development Manager [Carolina Fenner](#) for additional information.

Housing at the Host Location

Security Deposit

The Firm will advance money to pay the security deposit, subject to your obligation to repay the full amount upon any of the following: 1) the earlier of the expiration of the lease; 2) your departure from the host location; and/or 3) your departure from the Firm. The Firm will require that you sign a short agreement acknowledging the amount of the advance and the above-mentioned obligations.

Purchase of Residential Property

The purchase of property in the host location, whether for investment purposes or as a principal residence, is a personal decision. The Firm will not be responsible for 1) any debt obligations associated with the purchase of such property, 2) any United States or non-United States tax implications related to maintaining or selling the property, 3) any foreign exchange rate gain or loss related to the property, and 4) any costs related to the purchase or sale of the property.

Miscellaneous

The Office Administrator or Associate Development Manager in each overseas office will help an assignee find suitable housing in the host location, usually by referring the individual to rental agents or a relocation service.

Tax Preparation

The Firm will pay tax preparation fees provided that the tax preparation is arranged through the Firm and completed by the Firm's external tax return provider. Tax services paid for by the Firm relate to standard tax preparation work and do *not* include tax or financial planning services or advice outside the ordinary course of income tax return preparation. You are, of course, free to retain the Firm's external tax return provider or another third party for these additional types of advice and services, but the related fees would be your responsibility. (Please note that when you arrive at your new location it may be in your best interest to engage a tax consultant to advise you on what to expect regarding future tax payments.) It will be your responsibility to pay for tax preparation fees on behalf of your spouse if you file separate United States income tax returns and/or if your spouse works in the host country and the host country requires you to file separate income tax returns.

Please note that the tax preparation fees covered by the Firm assume that you provide the Firm's external tax return provider with the requisite income information and other financial data on a timely basis. The Firm's external tax return provider will send a tax questionnaire via e-mail to each lawyer who was on an overseas assignment in the preceding year at the appropriate time to ensure that local and United States returns can be submitted on a timely basis. This questionnaire should be completed and returned by the due date designated by the Firm's external tax return provider. It is important that the submission deadline be met as additional tax preparation fees as well as interest and penalty assessments by the tax authorities may otherwise be incurred. Any additional fees and interest/penalty assessments will be your responsibility.

It is the lawyer's responsibility to ensure that all pertinent information is provided to the Firm's external tax return provider. You will be responsible for penalties/interest resulting from the failure to report any information required by the tax authorities. You will also be responsible for any underpayment penalties/interest attributable to undisclosed foreign financial assets.

Education Expenses

The Firm will reimburse you for the excess, if any, of the reasonable cost of dependent education over US\$10,000 in Asia and US\$15,000 in Europe and São Paulo paid in an academic year per school age child. Tuition reimbursement includes tuition charges only. The Firm does not reimburse for items such as room and board, lunch program, transportation charges, protection schemes, etc.

This policy covers the United States equivalent of kindergarten (provided your child has turned 5 years of age by December 31 of that year) to the United States equivalent of high school (ending with the spring semester, 12th grade).

If a bond or other deposit is required, the Firm will advance up to a maximum amount of US\$30,000 subject to being repaid the earlier of 1) the bond being redeemed/returned by the school or 2) no later than 30 days after your dependent child leaves the school. If the bond is not repaid in a timely manner, your personal account will be charged for the outstanding balance. If your employment with the Firm ceases, the amount of the bond is due immediately back to the Firm or may be deducted from your pay.

The firm will request that you sign a short agreement acknowledging the amount of the advance and the above-mentioned obligations.

Language Lessons

The intent of language lessons as part of the expatriate benefits package for lawyers transferring to an overseas office is to help the non-native lawyer and spouse adjust to and more easily navigate a new city and culture, as well as to help the lawyer become a more effective communicator and hence a better lawyer in the new setting. Each request for language lessons will be reviewed on a case by case basis in consultation with the partner(s) of the non-U.S. office, taking into account the needs of the Firm and its clients. If approved, the Firm will reimburse up to 100 hours of language lessons per person per year for the first two years on assignment. The language studied must be the language spoken where the non-U.S. office is located.

Please contact [Carolina Fenner](#) with all related requests or questions.

Home Leave (Asia Only)

You will be entitled to home leave after 12 months on assignment in one of the Firm's offices in Asia. Going forward, you may take a home leave trip at a time that is convenient for you, but you will only be reimbursed 12 months after the last home leave reimbursement.

The Firm will reimburse up to US\$3,500 per person/per ticket to cover airfare for you, your spouse, and each of your dependent children (under 18) residing with you in Asia to the destination of your choice. The allowance is meant to cover the approximate cost of a nonrefundable coach class ticket from Asia to New York and will be adjusted (upwards or downwards) periodically to stay consistent with such costs. Please note that the home leave allowance does not include other transportation and expenses (such as taxis, bus, car rental, meals, lodging, etc.). Married couples who are both Davis Polk employees will receive one home leave reimbursement for each Davis Polk lawyer and their dependent children, if any.

Please note that unused home leave for you or your family members cannot be applied to future years unless work obligations have prevented you from taking home leave, and you have received prior approval to defer your leave.

Relocation Arrangements

The Firm can facilitate making some of the necessary arrangements to relocate to or from an overseas office.

Passports, etc.

Certain arrangements must be made before you can begin working overseas. You may need to obtain or renew passports, visas, work permits, driver's licenses, or other documents. The Firm (principally through the Office Administrator or Associate Development Manager of the relevant overseas office) can explain what documents are necessary and will assist in processing applications. You are responsible for securing the necessary documents in a timely fashion and insuring that such documents remain current. The Firm will pay for any required permits.

Travel

The Firm will provide business class air travel to Asia and economy class travel to all other locations for you, your spouse, and dependent children for travel to and from your overseas assignment.

In arranging for travel to and from an overseas assignment, all travel arrangements must be made through the Firm's Travel Department. The Firm has negotiated rates with air carriers which provide substantial discounts. These discounts are based on volume and segments booked. Any Firm or client expense travel booked outside of the Firm's travel office decreases the volume required to maintain the favorable rates we receive. Of course, emergency situations may arise which require that travel arrangements be made outside of the Firm's Travel Department. However, these situations should be the exception. All unused airline tickets must be returned to the Travel Department for proper crediting. The Travel Department must also be notified if you have not used any electronic tickets. If the Travel Department is not notified, it will not be possible to obtain credit for the tickets.

Shipping of Household Goods (Not applicable to Beijing assignees; see Special Move Allowance)

The Firm will pay for one shipment of household goods. Items should be carefully selected because once overseas, the Firm will not reimburse for storage in the new location beyond two months or for shipments to or from the overseas office location until you return to the United States. The Firm will arrange to have a moving company representative contact you to schedule a survey and inventory of your residence. The mover will conduct a survey of the items to be moved and arrange the logistics of the move. The moving company will provide a complete checklist of the things to be done before the movers come to pack the goods for shipping. Material packed by anyone other than the movers or their agents cannot be insured, as the condition of those items prior to the move cannot be determined. Full packing services are provided under the terms of our contract with the moving company.

Household goods will be sent via ocean (surface) freight. A limited amount of personal effects (e.g., clothing needed upon arrival) can be sent via air freight. This portion of the shipment is not intended for furniture or other large items. Office contents will be sent via the Firm's mail pouch service, air, or ocean freight, depending on the contents and how soon you expect to need the material.

The Firm will pay charges for packing, shipping, and delivery of household goods and personal effects (excluding antiques or other fragile items) from your primary residence to a single residence in the assigned location in accordance with guidelines set forth in Appendix 1. You will be provided with the estimated weight of your household goods and personal effects to be shipped. If your shipment exceeds any allowances, you will be notified and will have the option of reducing the shipment or paying any additional costs. The Firm will also pay for one-time packing, pickup, and delivery of items from your office.

Charges incurred in excess of your allowance or for any additional pickups or deliveries will be a personal charge.

The Firm does not pay for the shipment of pets, bikes, automobiles, boats, pianos, or other large or extraordinary items (such as antiques, artwork or wines). If you decide to ship such items, the costs of such shipping (including related insurance) will be at your expense.

The Firm will not be responsible for any duty which may be payable on items purchased overseas.

Storage of Household Goods

You may decide to leave some possessions in storage in the United States. For overseas assignees who expect to return to the United States, the Firm will pay for storage of these items at the moving company's warehouse facilities for up to six months beyond the duration of the assignment in accordance with guidelines set forth in [Appendix 1](#). If your assignment exceeds five years, your personal account will be charged for your storage costs as of the first of the month after your fifth anniversary overseas.

The Firm will not pay for the storage of automobiles, boats, pianos, or other large or extraordinary (such as antiques and wine) items. If you decide to store such items, the charges incurred (including related insurance) will be a personal charge.

Should a shipment arrive in the host location before you have found permanent accommodations, the shipment may be stored at Firm expense for up to two months. The overseas moving representative will stay in contact to ensure a convenient date for transfer of belongings from storage to the new residence. You should be aware that there could be financial penalties associated with changing move dates which will be at your expense unless the change is due to Firm business needs. Premiums charged for weekend and holiday moves must be approved in advance by [Carolina Fenner](#). See "Settle-in Time / Vacation" below.

On return to the United States, storage charges will be paid by the Firm for previously stored items and returning household effects for up to 30 days once the shipment clears customs. Charges incurred on items kept in storage beyond 30 days of return to the United States will be your responsibility and charged to your personal account.

Insurance Coverage

Except as otherwise provided above, the Firm will pay for property damage insurance for the goods shipped and stored in accordance with guidelines under Appendix 1. Typical shipment insurance only covers replacement or restoration costs; there is no coverage for "diminished value," which may be applicable to antiques or irreplaceable items.

A separate valued inventory for items to be shipped overseas and for items to be stored must be prepared by you for the insurance carrier.

You should be present at the time of delivery and unpacking to take note of any irregularities and damages and to obtain the signature of the mover. Notice of loss, damage, or non-delivery of goods is required within 45 days of delivery of shipment; any claims must be filed within 90 days from time of such notice. Any claims against the mover should be brought to the attention of [Elizabeth Broadbent](#), Facilities Assistant Manager, so that the Firm can monitor the ongoing performance of the mover.

Insurance coverage for items stored in the United States beyond three years will be your responsibility and charged to your personal account.

Settle-in Time / Vacation

We understand that you may need to take care of a variety of personal arrangements related to your move. To assist, the Firm provides you with up to five (5) business days of "settle-in" time for a move to São Paulo or one of the European offices and up to eight (8) business days for a move to one of the offices in Asia. You are entitled to take up to five business days of "settle-in" time when you return to the United States from an overseas assignment. "Settle-in" time does not need to be taken contiguously, but should be taken within the first six weeks of your relocation. The days should be charged to 98000/900 and the narrative should read "settle-in" time.

Overseas assignees should take accrued and unused vacation time in conjunction with moves to and from an overseas assignment.

Regular Compensation

With the exception of those individuals assigned to the São Paulo Office, compensation (including salary and bonus, if any) will continue to be payable while overseas on the same terms and conditions as if you had remained in the United States. You may choose to have a pre-determined amount of your compensation converted to local currency and deposited in a local account. E-mail foreigntransfer@dpw.com with your requests or questions.

Overseas assignees moving to the São Paulo Office should contact [Jasmine Colon-Vasquez](#), Payroll Manager, to discuss the payment of compensation.

Health Benefits

With the exception of individuals relocating to the São Paulo Office, the overseas assignee will be eligible to participate in the CIGNA International Health and Dental Plans. These plans provide similar benefits to those offered under the United States plans. They also provide multilingual 24-hour customer service that can deliver verification of coverage to you and health care providers. If you are relocating to either our Hong Kong or Beijing Office, you will also have the option to participate in the Firm's local health care plan which includes dental coverage. In most cases, individuals relocating to our São Paulo Office will initially participate in the CIGNA International Health and Dental Plans. Once you are on São Paulo payroll, you will switch to the Firm's local plan.

Prior to your relocation, you should contact [Stephanie Sanabria](#), Benefits Manager, for detailed information about the CIGNA International Health and Dental Plan and the Office Administrator for details of the local plans in São Paulo, Hong Kong and Beijing.

Departure From the Firm

If you leave the Firm while assigned to an overseas office, you will be responsible for assuming all housing and storage costs from the Firm immediately upon termination and reimbursing the Firm for any security deposits according to the expectations set forth in the applicable signed agreement. In addition, the Firm will not be responsible for any relocation expenses related to the departure. Upon approval, and provided that you have worked in a Davis Polk office overseas for a minimum of two years, you will be covered for tax preparation services (United States and host country) in the year of your departure from the Firm. Tax preparation services will be arranged through the Firm and completed by the Firm's external tax return provider. You will not be reimbursed for tax preparation fees if you use a tax provider not engaged by Davis Polk.

Coordinating Spousal Relocation

The Firm does not provide any additional compensation to you if your spouse ceases employment in the United States in connection with an overseas assignment.

Accounting for Overseas Assignment Related Costs

Prior to your move, you will be assigned a relocation number to be used for overseas assignment related costs. Certain expenditures related directly to the assignment that either you or the Firm pay will be charged to that number (e.g., airfare to and from assignment, transportation to and from the airport, per diem reimbursement while in temporary accommodations upon return to the United States, and expenses related to obtaining travel documentation). All requests for reimbursement of relocation expenses allowed under this policy should be submitted no later than 90 days after your relocation. Detailed information, such as receipts and a clear description of the nature of the reimbursements, is required by the Firm for tax and accounting purposes.

Personal expenses that otherwise would have been charged to your existing personal account should continue to be charged to that account.

Appendix 1 - Shipping, Storage, and Insurance Guidelines

	Shipping and Storage (lbs)			Insurance Coverage at Replacement Value (USS)	
	Ocean	Air	Storage	In Transit	In Storage
Associate/Counsel	4,000	500	2,500	\$50,000	\$20,000
Associate/Counsel w/1 Family Member	6,000	750	2,500	\$75,000	\$20,000
Associate/Counsel w/2 or More Family Members	8,000	1,000	2,500	\$100,000	\$20,000

Note: The above weight limitations for shipping include the move of your personal effects, as well as the contents of your office.

Appendix 2 - Housing Supplement for Tokyo-based Associates

The Firm will pay a housing supplement to Tokyo-based associates. The housing supplement will be based on the excess cost of reasonable expatriate housing in Tokyo (expressed in Japanese Yen) over the cost of comparable housing in New York City (expressed in United States dollars). The characteristics of the apartments that will be used in determining the applicable costs will be based on family size and compensation categories. The following compensation categories are used in determining the housing supplement: 1) first and second year associates, 2) third and fourth year associates, 3) fifth year and senior associates, and 4) counsel. Married couples who are both Davis Polk employees will receive one housing supplement as married with applicable family size for dependent children. The housing costs will be determined biannually in January and July based on a current survey of housing costs prepared by AIRINC.

The housing supplement, if any, will be fixed at the beginning of the lease term for its duration based on the most recently determined costs (based on family size and compensation category). At least three months prior to the expiration of the lease, you should contact [Kevin Clark](#), Expatriate Tax Assistant, to review the housing supplement. If you do not move and 1) your new lease charges the same rent, the amount of the current housing supplement will remain unchanged or 2) if the new lease has a rent increase or decrease, the current housing supplement will be adjusted by the percentage of increase/decrease (in Japanese Yen) of the new monthly rent. If you move, a new housing supplement will be determined by using the current AIRINC tables in effect at the time of the new lease start date. If the lease start date of your new rental overlaps with your old lease, the new housing supplement will be applied to your new rental, and you will be responsible to pay the actual rent of the old lease for the overlap period. Current information as to the housing supplement can be obtained from [Kevin Clark](#).

Due to favorable Japanese tax law, the Firm will generally be named lessee. The Firm as the lessee will pay the monthly lease payments. The assignee will, of course, be responsible for compliance with all the terms and conditions of the lease and hold the Firm harmless from any property damage or third party claims relating to the leased property. The Firm will request a copy of the lease agreement and require that the assignee sign a short agreement acknowledging the above-mentioned obligations.

The housing supplement is included in your monthly paycheck if you are directly responsible for paying the rent. The difference between the monthly rent owed and your monthly housing supplement will be deducted from your monthly paycheck if the Firm is paying the rent directly to the landlord. If your monthly housing supplement exceeds the monthly lease payments, 50% of the excess will be paid to you on a monthly basis. If the Firm assumes responsibility for transmitting your rent, the amount in United States dollars deducted from your paycheck is set at the beginning of your lease and remains constant for the duration of such lease. The Firm converts your rent from Japanese Yen to United States dollars using the AIRINC exchange rate in effect at the time of your lease start date. The Firm assumes any loss or gain due to exchange rate fluctuations between this set amount and the local currency value required to be transmitted to the landlord.

If your lease start date overlaps with the time you spend in temporary accommodations, the housing supplement will be applied to your permanent housing, and you will be responsible for the actual cost of the temporary accommodations for the overlap period. Please contact [Kevin Clark](#) to discuss if you anticipate this will occur.

If you purchase residential property in the host location and this property is considered your principal residence, you will continue to be paid a housing supplement. Your housing supplement will be reassessed using the current AIRINC tables, compensation class, marital status, and family size as of the purchase date. Your housing supplement will be reassessed every two years from the purchase date.

Before making any long-term financial decisions, please keep in mind that Davis Polk reserves the right to amend this and all other policies and guidelines at its sole discretion.

Note 1:

This policy does not, by its terms, apply to assignments to an overseas office for less than one year. Prior to starting an assignment for more than 30 days and less than one year, you should speak with [Carolina Fenner](#) to discuss housing arrangements and living expenses.

This policy is part of the [Lawyers' Handbook](#).

1.4 Bar Examinations and Admission; Identifying Oneself As A Law Clerk Prior to Admission; Continuing Legal Education; Voluntary Bar Association Membership

All lawyers practicing in our offices in the United States must be admitted or, in the case of newly hired lawyers, be in the process of being admitted to practice in the jurisdiction where their Firm office is located. Lawyers practicing outside the United States who practice U.S. law must be admitted in one of the jurisdictions in which the Firm has a U.S. office and be in compliance with any requirements of their local jurisdiction. Lawyers practicing outside of the United States who are not practicing U.S. law must be duly admitted to practice in a jurisdiction as a lawyer and be in compliance with any requirements from that jurisdiction as well as any requirements for such lawyers in the jurisdiction in which they are practicing.

The Firm considers prompt admission to the practice of law and maintenance of each lawyer's good standing to practice serious matters of professional responsibility. The following guidelines are intended to assist you in meeting those obligations and the Firm's expectations. Note that the firm will reimburse the cost of two bar association memberships for each associate.

All bar admission-related documentation (from any jurisdiction) that is required as a result of a lawyer's employment with the Firm, whether past or current, should be directed to Human Resources for completion.

Bar Examination and Admission - New York

Beginning associates must take the New York bar examination before their arrival at the Firm. It is expected that each associate be admitted to the New York Bar as soon as possible after passing the examination and in no event more than 12 months after the bar results are posted without the Firm's approval.

If you are unable to take the bar examination before your arrival, you should make arrangements to take it the first time it is offered after arrival. You may take time off to study for and take the bar; the Firm will compensate you for 12 days leave, including the two days of the examination. If you need more time to study, you may use accrued vacation or, if you do not have accrued vacation available, unpaid leave of absence. You should limit the total time out of the office to a maximum of four consecutive weeks. If you need to repeat the examination, you should do so at the earliest time possible and you are required to inform Renee DeSantis, Director of Associate Development, immediately. You should bill time spent out of the office for bar preparation and exam to

98000/900 "Bar Prep/Bar Admission." All expenses related to the bar exam and bar admission (fees, prep classes, travel, etc.) should be charged to 98000/552 – Bar Related Expenses or Bar Admission Only.

The costs of bar review courses and materials are reimbursable whether taken before or after arrival at the Firm. In addition, we will reimburse for transportation to Albany (if applicable) and three-night's hotel stay for the bar exam and transportation to Albany (if applicable) and a one-night hotel stay for bar admission.

In connection with your application for admission to the New York Bar, you will be required to submit a form affidavit for each law-related employment you list on your application, including your employment with the Firm. Human Resources will prepare the affidavit for you. Please send the completed [Request for Form Affidavit as to Applicant's Law Related Employment](#), a copy of which was included in your new arrival orientation packet, to Trish Quinn in Human Resources. She will prepare the affidavit, have it signed by Kathleen Ferrell, chair of the Personnel Committee, and send it to you within three weeks.

Lawyers who are admitted to practice in New York or elsewhere upon arrival at the Firm should inform the Managing Attorney's Office of the jurisdiction(s) of their admission and update their information using the "Bar Admissions" link under "Compliance/Engagement" on the intranet home page.

Lawyers in the New York office who are not admitted to practice in New York or elsewhere must make that fact plain on all papers that they sign for circulation outside the Firm. If you are not yet admitted to practice, put "Law Clerk" underneath your name on all letters, email and other communications. Do not refer to yourself as an "Associate." If you are admitted to practice in a jurisdiction other than New York, you must still indicate that you are a "Law Clerk" and not an "Associate." These rules also apply to attorneys in foreign offices who circulate materials to clients and others in New York.

Registration Fees and Forms for Admitted Lawyers - New York

In order to remain in good standing, lawyers who have been admitted to practice must maintain current registrations. Notices of registration and fees are sent directly to each lawyer by the appropriate regulator. The Firm will pay bar renewal/registration fees in New York, California or the District of Columbia (based on the office in which you are assigned), but not in other jurisdictions.

When you renew your registration, you will have to affirm that you have completed your required Continuing Legal Education courses. The firm actively discourages requests for CLE extensions. Do not delay your registration renewal in order to satisfy your CLE requirements.

The Managing Attorney's Office handles payment and submission of registration forms to the Office of Court Administration (OCA).

OPTION 1: Submit your completed form to the MAO (RM 2324) by your birthday. If you do not have a form, please contact the MAO at ext. 4-4450 to order a duplicate form or use OPTION 2. It may take 7-10 business days before your form arrives.

OPTION 2: Renew your registration online. Create Attorney Online Service Account using this link: <https://iapps.courts.state.ny.us/aronline/SignIn>. Please inform the MAO that you have renewed, so we can update the Firm's records. For reimbursement, submit an electronic expense report as a Regular Expense, under 98000/600, select Registration -NYS Office of Court Administration and select Jennifer S. Candelario in the drop down box for approval.

The New York State Bar requires attorneys to submit a change of address to OCA within 30 days of moving.
<http://www.nycourts.gov/attorneys/registration/faqs.shtml#open>.

Bar Examination and Admission - California

Beginning associates must take the California bar examination before their arrival at the Firm. It is expected that each associate be admitted to the California Bar as soon as possible after passing the examination and in no event more than 12 months without the Firm's approval.

If you are unable to take the bar examination before your arrival, you should make arrangements to take it the first time it is offered after arrival. You may take time off to study for and take the bar; the Firm will compensate you for 18 days leave, including the three days of the examination. If you need more time to study, you may use accrued vacation or, if you do not have accrued vacation available, unpaid leave of absence. You should limit the total time out of the office to a maximum of four consecutive weeks. If you need to repeat the examination, you should do so at the earliest time possible and you are required to inform Renee DeSantis, Director of Associate Development, immediately. You should bill *time* spent out of the office for bar preparation and exam to 98000/900 "Bar Prep/Bar Admission". All *expenses* related to the bar (fees, prep classes, travel, etc.) should be charged to 98000/550.

The costs of bar review courses and materials are reimbursable whether taken before or after arrival at the Firm. We will also reimburse for transportation (if applicable) and three-night's hotel stay for the exam.

Lawyers who are admitted to practice in California or elsewhere upon arrival at the Firm should inform the Managing Attorney's Office of the jurisdiction(s) of their admission and update their information using the "Bar Admissions" link under "Compliance/Engagement" on the intranet home page.

Lawyers in the Northern California office who are not admitted to practice in California or elsewhere must make that fact plain on all papers that they sign for circulation outside the Firm. If you are not yet admitted to practice, put "Law Clerk" underneath your name on all letters, email and other communications. Do not refer to yourself as an "Associate." If you are admitted to practice in a jurisdiction other than California, you must still indicate that you are a "Law Clerk" and not an "Associate." These rules also apply to attorneys in foreign offices who circulate materials to clients and others in California.

Registration Fees and Forms for Admitted Lawyers - California

In order to remain in good standing, lawyers who have been admitted to practice must maintain current registrations. Notices of registration and fees are sent directly to each lawyer by the appropriate regulator. The Firm will pay bar renewal/registration fees in New York, California or the District of Columbia (based on the office in which you are assigned), but not in other jurisdictions.

When the forms are received, you should complete and sign the forms and forward the executed forms to the California Office Manager, Sally Downing, for processing. California lawyers should disregard the IOLA form that accompanies the renewal form relating to segregation of clients' funds; the Firm has certified its compliance with the State Bar and therefore individual lawyers need not do so.

Please do not forward the forms yourself; processing through the Office Manager will enable the Firm to keep its records current.

Bar Examination and Admission - DC

Beginning associates in the DC office must take the DC bar examination before their arrival at the Firm. It is expected that each associate be admitted to the DC Bar as soon as possible after passing the examination and in no event more than 12 months without the Firm's approval.

If you are unable to take the bar examination before your arrival, you should make arrangements to take it the first time it is offered after arrival. You may take time off to study for and take the bar; the Firm will compensate you for 18 days leave, including the three days of the examination. If you need more time to study, you may use accrued vacation or, if you do not have accrued vacation available, unpaid leave of absence. You should limit the total time out of the office to a maximum of four consecutive weeks. If you need to repeat the examination, you should do so at the earliest time possible and you are required to inform Renee DeSantis, Director of Associate Development, immediately. You should bill time spent out of the office for bar preparation and exam to 98000/900 "Bar Prep/Bar Admission". All expenses related to the bar (fees, prep classes, travel, etc.) should be charged to 98000/550.

The costs of bar review courses and materials are reimbursable whether taken before or after arrival at the Firm. We will also reimburse for transportation (if applicable) and three-night's hotel stay for the exam.

Lawyers who are admitted to practice in DC or elsewhere upon arrival at the Firm should inform the Managing Attorney's Office of the jurisdiction(s) of their admission and update their information using the "Bar Admissions" link under "Compliance/Engagement" on the intranet home page.

Lawyers in the DC office who are not admitted to practice in DC or elsewhere must make that fact plain on all papers that they sign for circulation outside the Firm. If you are not yet admitted to practice, put "Law Clerk" underneath your name on all letters, email and other communications. If you are admitted to practice in a jurisdiction other than DC, make that clear. For example, if you are admitted in New York but not DC, place "admitted in New York only" underneath your signature provided that you are complying with D.C.'s "practicing under supervision" regulations described in the next paragraph. These rules also apply to attorneys in foreign offices who circulate materials to clients and others in DC.

If you are not admitted in DC, but admitted elsewhere, you can practice in DC for up to one year if you are supervised by an attorney who is admitted in DC. Your correspondence, email, business cards and any other listing must disclose that you are not admitted in DC and are practicing under supervision. You can only practice in DC under supervision if you file for admission to the DC bar within 90 days of starting work in DC or, if you were not admitted in any other jurisdiction, within 90 days of your admission to another jurisdiction.

The DC Bar uses the National Conference of Bar Examiners' application form. Item 7 of that form asks for your "employment position" with your current employer. Please remember that you are a Law Clerk for the period you are not admitted to practice anywhere and are an Associate only if you comply with the requirements to practice in DC under supervision. Make that clear on your application form.

Registration Fees and Forms for Admitted Lawyers - DC

In order to remain in good standing, lawyers who have been admitted to practice must maintain current registrations. Notices of registration and fees are sent directly to each lawyer by the appropriate regulator. The Firm will pay bar renewal/registration fees in New York, California or the District of Columbia (based on the office in which you are assigned), but not in other jurisdictions.

When the forms are received, you should complete and sign the forms and forward the executed forms to the DC Office Manager, Susan Payne, for processing.

Please do not forward the forms yourself; processing through the Office Manager will enable the Firm to keep its records current.

Continuing Legal Education

Continuing education requirements apply to all lawyers admitted in New York and California. Compliance with the requirements is a part of maintaining your good standing to practice law. It is each lawyer's responsibility to complete the appropriate number and type of courses. The Firm will issue certificates of attendance for accredited programs offered internally. You should retain copies of certificates of attendance at programs outside the Firm. You should report the details of such credit online or by email to "cle" by using the [form](#) provided, so that the quarterly reports on CLE credit issued by the firm will be complete. For additional information concerning continuing legal education, including frequently asked questions and calendars of internal and external presentations, see [Training & CLE](#).

Voluntary Bar Association Membership

The Firm will pay for or reimburse the cost of any two voluntary bar association memberships for each associate. Associates may change their memberships each year. Invoices can be sent to the Managing Attorney's Office for processing or an expense report can be submitted to Jennifer S. Candelario for reimbursement.

This policy is part of the [Lawyers' Handbook](#).

1.5 Cellular Phones / Electronic Devices Used for Firm and Client Purposes

Firm employees, agents and partners are prohibited from using handheld cellular phones, mobile phones, smartphones, tablets (i.e., iPads) and other electronic devices while driving a vehicle, for the purpose of conducting Firm business. "Firm business" includes any activity on behalf of any client of the Firm or prospective client of the Firm and any other Firm-related activities (such as checking voice mail messages or wireless email devices).

This policy is part of the [Lawyers' Handbook](#).

1.6 Clerkship Policy

Any student who clerks for a U.S. federal or state or Canadian court directly after graduating from law school and taking the bar exam will be eligible to receive a bonus of \$50,000 for a one-year clerkship or \$70,000 for a two-year clerkship or two one-year clerkships and will remain with their class for compensation purposes (assuming they arrive at the firm within 6 months of the end of the clerkship).

Any Davis Polk litigation associate who commences a U.S. federal or state clerkship within 19 months of their law school graduation date will be eligible to receive an offer to return to the firm following their clerkship, provided they were in good standing and performing well prior to the beginning of the clerkship. Upon returning to the firm (assuming they return within 3 months of the end of the clerkship), they will remain with their class for compensation purposes and will be eligible to receive a clerkship bonus, as explained above. Litigation associates will also be eligible to receive a pro-rated year-end bonus payment for the year in which they left the firm to clerk and a pro-rated year-end bonus payment for the year in which they return to the firm. Total year-end bonus payments for the two years will be capped at the amount of the full current year-end bonus.

Any Davis Polk litigation associate who commences a U.S. federal or state clerkship after 19 months of their law school graduation date will not be eligible to receive an offer to return to the firm following their clerkship, but would be welcome to reapply near the end of their clerkship (regardless of the length of the clerkship). Anyone who then receives an offer to return to the firm will be eligible to receive a clerkship bonus, as explained above. Seniority and compensation would be discussed at the time of an offer.

Any other Davis Polk associate who commences a clerkship will not be eligible to receive an offer to return to the firm following their clerkship, but would be welcome to reapply near the end of their clerkship (regardless of the length of the clerkship). Seniority and compensation, including any bonus, would be discussed at the time of an offer and decided on a case-by-case basis.

Any U.S. federal or state clerk, not previously employed as a Davis Polk associate, who is hired as a litigation associate will be eligible to receive a clerkship bonus, as explained above. Eligibility for a clerkship bonus for anyone else hired as an associate in any other department would be discussed at the time of an offer and decided on a case-by-case basis. In all instances, seniority and compensation would be discussed at the time of an offer and decided on a case-by-case basis.

Please direct any questions or concerns to the Hiring Partners, [Maurice Blanco](#) and [Dana Seshens](#).

This policy is part of the [Lawyers' Handbook](#).

1.7 Client and Firm Confidences

Rule 1.6 of the New York Rules of Professional Conduct, and similar provisions in other jurisdictions, require the protection of client confidences. [The rules of pertinent jurisdictions may be found here](#).

The inadvertent or deliberate disclosure or use for personal advantage of a client confidence could result in very severe damage not only to the client but also to the Firm and to the person involved.

During the course of your employment and assisting in the representation of Firm clients you may become aware of trade secrets and similarly protected proprietary and confidential information about the Firm's business and its clients. (e.g. the Firm's mere engagement by a client, client documents or confidential or proprietary information about the client, matters covered by the attorney-client privilege, work-product privilege and other privileged communications, ethical obligations, Firm business secrets or other confidential information, marketing plans, and legal and marketing strategies and financial records). Attorneys are also bound by legal and ethical obligations prohibiting an attorney from revealing confidential information relating to the Firm's representation of its clients absent the clients' informed consent. As an employee, you must make sure that you do not disclose any such information to anyone outside of the Firm.

It is your responsibility, before disclosing such information to anyone outside the Firm, affirmatively to determine that such information is not confidential and that disclosure is appropriate for the legitimate requirements of client or Firm work. As needed, you should consult with (1) in the case of a matter, the partner responsible for the matter, (2) in the case of a client, the partner with overall responsibility for the client or (3) the Management Committee.

If information is subject to specific restrictions (such as securities laws and regulations relating to nonpublic transactions, protective orders, confidentiality orders and filings under seal), you must maintain such specific restrictions and, if conveying the information to others in the Firm, advise them of the restrictions. It is sometimes necessary to establish "Ethical Wall" procedures within the Firm, and these procedures must be strictly observed.

Confidential matters must never be discussed in public areas outside the Firm. Because outsiders are very often present in many areas of our offices (including elevators, conference rooms, hallways and cafeteria), particular care should be taken when discussing confidential matters in such places. Clients and visitors should not be given access to any private office at any time unless the occupant is present, since confidential material may be accessible. Lawyers and staff should not use another person's office or station (e.g., for interviews) without that individual's express permission. Please contact the Facilities Manager or Reception if office space is needed for visitors or other use.

This policy is part of the [Lawyers' Handbook](#).

1.8 Client Records Return or Turnover

From time to time the Firm receives requests that client or Firm documents be released to the client or to another law firm. Sometimes the request comes from the client or from another law firm or lawyer (who may be a former Davis Polk lawyer). The following procedures apply to all such requests, other than normal client requests during the course of a matter or in connection with completion of the matter (or client requests for replacement copies of documents previously provided to the client).

1. The request should be brought to the attention of the Records Center Manager, General Counsel and Managing Attorney, and the requester (the client, a former Davis Polk attorney, or a lawyer at another law firm) must be informed that documents cannot be released without a written client authorization.
2. When written client authorization is received, the Records Center Manager, General Counsel and Managing Attorney will determine whether clarification is needed to authenticate or verify the request and any issues as to (a) the scope of the request, (b) the handling of any costs, (c) whether a copy of files to be transferred should be made for retention by the Firm, (d) the time that will be required to effect the transfer and (e) the logistics for delivering documents to the client or, when the client so directs, to designated counsel. In most cases involving paper records, the receiving party will be asked to arrange for pickup. In such cases, contact information of the carrier that will be picking up the materials will need to be provided to the Records Center by the client in its authorization request.

3. Once the scope of the documents to be released has been resolved, the relevant files will be compiled and a legal assistant assigned to review them to be sure that the designated files do not include misfiled documents, Firm materials or other documents that should not be transferred.
4. The Records Center Manager will write a release letter to the client, cc'd to the requesting attorney, noting the client/matter number and name that is being released along with the number of boxes, disks, or other materials being transferred, and whether the transfer will be to the client or to a designated law firm.
5. Procedures similar to the above also apply to any nonpaper records and documents.
6. A copy of the release letter and copies of other communications are to be sent to the Records Center which will maintain a permanent record of the relevant authorization and communications.

This policy is part of the **Lawyers' Handbook**.

1.9 Client-Approval Procedure

It is the policy of the Firm that the taking on of new clients requires approval by a member of the Management Committee.

Prior to requesting a number for a new client, a member of the Management Committee should be contacted to approve of the representation.

This policy is part of the **Lawyers' Handbook**.

1.10 Communications with the Press

Many clients prohibit the Firm from communicating with the press about them or our work on their behalf (including the fact of the Firm's engagement) without their express prior consent. Therefore, please refer any press inquiry relating to a client or a matter to the Senior Manager of Public Relations & Communications (4-3039) and the relevant partner(s).

Please also refer to the Senior Manager of Public Relations & Communications any press inquiries relating to the Firm, and promptly report all communications with the press.

This policy is part of the **Lawyers' Handbook**.

1.11 Compliance with the SEC Attorney Conduct Rules

Counsel & Associates

The SEC has adopted rules of professional conduct for attorneys pursuant to Section 307 of the Sarbanes-Oxley Act of 2002 (the "attorney conduct rules"). We believe that our existing procedures comply with the spirit and intent of the attorney conduct rules. Nevertheless, because the attorney conduct rules impose specific obligations, it is important to codify the responsibilities of our lawyers.

As part of your professional responsibilities, all counsel and associates will be required to certify that they have read the attorney conduct rules. This obligation applies regardless of the lawyer's practice group or office location, and is in addition to your obligations with respect to state ethics rules governing our practice. A copy of the attorney conduct rules is linked below.

For purposes of the Firm's compliance policies, all counsel and associates should assume that they are subject to the attorney conduct rules, and that the rules apply to all client matters on which they are working. All counsel and associates should assume that they are subordinate attorneys as defined by the rules. Your adherence to these compliance procedures set forth below will fulfill all of your obligations as a subordinate attorney.

If during the course of representing a client you have reasons to believe there may be a possible violation of securities laws, fiduciary duties or a similar violation which has occurred, is occurring or is about to occur, you must promptly notify the partner responsible for the matter or any other partner who is responsible for supervising your work on the matter. Reporting to a partner is required as a matter of Firm policy, which satisfies all of your obligations under these compliance procedures and the attorney conduct rules as a subordinate attorney, and you are not required to undertake any other action.

We consider it your responsibility as a lawyer of this Firm to raise any concerns you may have with a supervising partner. The standard under which you should report a potential violation under these compliance procedures is intended to capture more information than is required under the attorney conduct rules. The Firm considers our attorneys' obligations under the attorney conduct rules a serious matter of professional responsibility and will carefully review and consider the matters you raise. Failure to comply with these procedures will be considered a serious breach of Firm policy.

Junior associates who prefer to discuss the issue with a senior associate involved in the matter may do so. Unless the concerns are resolved, the junior associate, or the junior associate together with the senior associate, must also report the matter to the supervising partner.

If after reporting the issue to the supervising partner and discussing the matter with such partner you nonetheless would like to consult further with another partner, you should feel free to contact the partner in charge of your group or another partner in your group or a member of the management committee. Under no circumstances will there be any retaliation or retribution as a result of your compliance with these procedures.

- See [Securities and Exchange Commission Final Rule: Implementation of Standards of Professional Conduct for Attorneys](#)

This policy is part of the **Lawyers' Handbook**.

1.12 Computer and Telecommunications Usage and Security

Computer and Telecommunications Usage and Security

- [General](#)
- [Computer Security Procedures](#)

- [Documents, Computer Files and Other Information](#)
- [Password Policy](#)
- [Electronic Mail and dpw.misc](#)
- [Internet](#)
- [Use of Media Players on the Firm's PCs](#)

General

Computers and telecommunications systems are an integral part of the operation of the Firm. To maintain the confidentiality of client and Firm information, you must not disclose your computer password to any other person (whether or not a Davis Polk partner or employee), nor should you log another person on to our computer system using your password. You also should not write down your password in a location others may see or find. You may not allow any person other than Davis Polk partners and employees to access or use the Firm's computers except to the extent such access or use has been authorized in advance by the Firm. Violation of this policy is grounds for termination of employment. Likewise, you run the same risk if you leave a terminal unattended while still logged on. If you need to leave your terminal for any period of time, you must either log off or lock your terminal. To help maintain security, you are required to change your system password at least once every 90 days.

You are authorized to access only files for matters in which you are working. Documents, files and other data on the computer are generally accessible to all Davis Polk lawyers, legal assistants and administrative assistants unless permissions have been specifically limited. (Contact [computer support](#) for assistance with restricting directory permissions.) It is the obligation of the lawyers responsible for documents, files and data to see to it that access is properly limited as necessary. Please note that backup copies of computer files, including email messages, are kept for some weeks even after files are deleted and that computer files and email messages, including backup copies, can be subject to discovery requests. Therefore, computer files and email messages are subject to the same retention guidelines as are all other documents in a matter. If client or Firm files must be transferred or copied to non-Firm computers such as a lawyer's laptop or home computer, every precaution should be made to (i) secure that data and (ii) have that data saved on the Firm's system if edited and deleted from the remote computer.

The computer may be used for personal work, such as letters, as long as it does not interfere with office needs. Lengthy or ongoing projects must have prior approval of the Executive Director.

If a fax contains confidential information, care should be taken when sending it to confirm that the fax number is correct and that the intended recipient is aware that the fax is being sent.

As stated in the Firm's Policy on Electronic Mail, "When working with a client whose policies on use of the Internet you do not know, you should inquire before sending email or documents that may be confidential."

Davis Polk ClientLink is a secure means of posting documents on a web server accessible via the Internet by persons who have been given passwords. Lawyers and others responsible for setting up and administering a ClientLink folder for a matter should do so in a way that preserves client confidentiality and the security of ClientLink by, for example, making sure that only authorized persons are given access to the folder. (Send email to "[clientlink](#)" for assistance.)

When using a computer, laptop, cellular phone, mobile phone, smartphone, BlackBerry, iPhone, tablet (i.e. iPad) or other **electronic** device in a public location, you should take precautions to guard against the intentional or unintentional interception of confidential client information through eavesdropping, "shoulder surfing," use of a nonsecure public wireless network connection, or keystroke logging on a compromised computer.

Computer Security Procedures

The Firm takes very seriously its responsibility to provide a secure computing environment and to ensure that Firm and client information is not compromised. To that end, we want to remind you of some of our policies and stress the importance of reporting any concerns you may have regarding potential security issues. Any such concerns should be reported promptly to Timothy Bischoff (4-4664), Associate Director of Technology Support Services. Some specific reminders are the following:

- **Unknown Email Address / Sender** - If you receive email from a source you do not recognize, you should not open the message. Further, if the email contains an attachment or embedded link, do not open or click on it, even if it appears to be a harmless document and is in a familiar file format such as pdf. Be extremely cautious of email solicitations for personal or Firm-related information, e.g., social security numbers, passwords. Whether the source is familiar or not, you should never provide information on a web page that is accessed through a link in an email. Many such spam emails are disguised to look as though they are from reputable business sources. For example, if you have a Citibank account and receive an email from Citibank asking you to link to your account page to update information, **never** do so. If you want to check your Citibank account information, do so by navigating directly to the Citibank website from your browser, not by clicking the link in the email, which could direct you to a phony (but very real-looking) site intended to steal your data. If you are unsure about the validity of an email message, call Computer Support, and they will guide you in handling these messages.
- **Unusual PC Behavior** - If you notice unusual behavior on your PC, for example, it appears to slow down and/or speed up in an unusual manner and without correlation to programs you are using or tasks you are performing, you should report this to Computer Support promptly.
- **Passwords** - Your access to the system from within the office or from an external computer is safeguarded by passwords. It is imperative that you never give your password to someone else, not even your assistant, and that you change it when prompted by the system (per the Firm's normal password change cycle—every 90 days). If you need to give someone access to your email or restricted files, Computer Support can assist you with making the information available securely.
- **Public Computers and Networks** - When connecting to the Davis Polk network, be sure to select the appropriate log-on options (public or private computer) and completely log off and close your session when done, to ensure someone else cannot gain access through your account/computer. Also, never download Firm or client files or data to a public computer, and if you download Firm or client data to a personal computer, you must delete that data immediately when you are finished viewing or editing them.
- **Unauthorized Access** - If you witness an incident that you perceive to be a security breach, e.g., someone inappropriately removing data from the Firm or sharing personal or system passwords with another person, you should report such activity immediately.

If you have any questions about the above information, please do not hesitate to contact Alison Baker or Computer Support. If you do contact Computer Support under these circumstances, please be sure to explain the nature of your concern so they can handle and elevate it accordingly instead of treating it as a more routine problem.

Documents, Computer Files and Other Information

Documents, computer files or programs and other information obtained, created or maintained in the course of the Firm's work on behalf of clients ("Client Materials") are the property of the Firm or its clients, or both.

Personal documents and computer files, including but not limited to email, including web-based email and/or communications with any other person, without exception, created or maintained on or through use of the Firm's computer systems or transferred or copied therefrom ("Personal Materials") are the property of the persons by or on whose behalf they are created or maintained, and of the Firm. The Firm reserves the right to monitor or access Personal Materials of any kind, without exception, at any time for any legitimate business purpose of the Firm.

Client or Firm data should not be transferred to, or stored on, non-Firm computers. If client or Firm data must be transferred or copied to non-Firm computers such as a lawyer's personal laptop, smartphone, tablet or home computer, every precaution should be made to (i) secure that data and (ii) have that data saved on the Firm's system, and deleted from the lawyer's personal device. When using either Firm-issued or personal devices for the storage or transfer of client or Firm data, you should use only applications that are run through the Firm's servers, such as your Davis Polk email account in Mail and the Firm's document management system via the Worksite app ("Davis Polk Apps"). If you store or transfer client or Firm data on a Firm-issued or personal device using non-Davis Polk Apps, such as WhatsApp or iMessage, you consent to allow the Firm to access that client or Firm data at any time and on whatever device or devices it is located.

All other documents, computer files or programs and other information obtained, created or maintained by the Firm or on the Firm's computer systems (including, without limitation, standard forms, computer-assisted practice systems, internal research memoranda, CLE program materials, group practice manuals, templates, macros and internal training materials) ("Firm Materials") are the property of the Firm.

Client Materials and Firm Materials may be accessed, used or disclosed only for the legitimate requirements of client and Firm work.

Persons leaving the Firm may not copy or remove Client Materials or Firm Materials without the explicit permission of the Firm, requests for which should be addressed to the chair of the Administrative Partner.

Confidential client data may not be copied from the Firm's system to be stored on any portable storage devices or Internet-based shared storage site unless (1) required to support a client's business requirements; and (2) specifically authorized by the responsible partner or the Executive Director.

The Firm's computer system may be used for occasional personal work and communications (including email, web browsing and faxes), so long as that use does not interfere with Firm needs. However, any ongoing or extended use of the Firm's system for purposes not related to client or Firm work is prohibited without the specific permission of the Executive Director.

See also [Records Retention](#).

Password Policy

In order to better secure the Firm's computer system, all users are required to change their passwords every 90 days. If a user does not change his or her password(s) after being reminded as noted below, that user's account will be temporarily disabled and the user will not have access to the Firm's system.

Email reminders will be sent to all users who have not changed their passwords within the last 90 days. Users who have not changed their passwords within 90 days will receive a password change dialog box reminding them to do so upon logging in and logging out. If a user does not change his or her password after receiving the initial email notice, another email reminder will be sent after one week. If the password has not been changed after 10 days from the initial email notice, the Davis Polk Desktop will prevent you from logging in.

When changing your password, it is important to do so at the end of your workday, just before logging off to leave the office. This is because the updating process requires at least 30 minutes for the new password to take effect. And while the system updates the new password, it is possible that your old password might no longer apply.

The Steps for Changing Your Password

1. From the DPW Desktop click **Tools, Change your Login/Remote Access Password**.
2. Under Change, click **Login** password as the password to change.
3. Press **Tab** or click in the "Current Password" field. Type your current password (the one that works now).
4. Press **Tab** and type the new password you have selected. Your new password must meet the [Password Guidelines](#).
5. Press **Tab** to the "Confirm New Password" field and retype your new password. (Retyping helps guard against typos.) Click **OK**.

If your password does not meet the password guidelines, a message will appear in the System Messages portion of the dialog box. Follow the suggestions given by the System Messages, such as altering your new password to comply with the Password Guidelines. If you continue to encounter problems, please contact Computer Support at 4-4040.

Password Guidelines

To ensure DPW security, your password:

- Cannot begin or end with an English word (as found in the system password lexicon).
- Cannot contain your name or your username.
- Cannot be a password you used previously.
- Must be 8 to 16 characters in length.
- Must contain characters from at least three of the following four categories:
 1. Upper case letters
 2. Lower case letters
 3. Arabic numbers
 4. Special characters, such as @ , ; \ - _ . +

Password Examples

Valid Passwords: 1234.ab;C M,o5i-qi

Invalid Passwords: Ajones peaChess 888!Goodbye ,1xrC^

To maintain the confidentiality of client and Firm information, you must not disclose your computer password to any other person (whether or not a Davis Polk partner or employee), nor should you log another person on to our computer system using your password. The exception to the above are times when you might be asked to give your password to one of the technical staff who require it to complete work being done for you. Depending upon the nature of the work being done, you may be asked to change your password upon completion of the task.

You may not allow any person other than Davis Polk partners and employees to access or use the Firm's computers except to the extent such access or use has been authorized in advance by the Firm. Violation of this policy is grounds for termination of employment. See "[General](#)", above.

Electronic Mail and dpw.misc

1. Persons other than Davis Polk partners and employees may not access or use the Firm's electronic mail ("email") system except to the extent such access or use has been authorized in advance by the Firm. When authorized, such persons will be given their own system accounts and usernames.
2. You should not allow others to use the email system under your username. Sending messages that purport to be from someone other than the sender (except when specifically authorized for Firm business) and accessing another person's email account are forbidden and may be grounds for termination of employment.
3. Messages sent from the Firm's system to addresses outside the Firm must include the sender's Davis Polk return mail address, not a return address on another system.
4. Since email messages are an integral part of business communications, persons not admitted to practice or general staff must include their name and title when sending any business email message. Approved Firm business signatures should be applied to all business email, and the personal signature should be included on nonbusiness messages. Employees should not include post graduate degree in their electronic signature, ex. J.D., PhD. M.A., M.S. For example:

Joseph Green
Legal Assistant

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017

212.450.4123 office
212.450.3123 fax
joseph.green@davispolk.com

DavisPolk

Confidentiality Note: This email is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Unauthorized use, dissemination, distribution or copying of this email or the information herein or taking any action in reliance on the contents of this email or the information herein, by anyone other than the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is strictly prohibited. If you have received this email in error, please notify the sender immediately and destroy the original message, any attachments thereto and all copies. Please refer to the Firm's privacy policy located at www.davispolk.com for important information on this policy.

or

Jane Green
Not Admitted to Practice in New York

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017

212.450.4123 office
212.450.3123 fax
jane.green@davispolk.com

DavisPolk

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5. The Firm's email system may be used for occasional personal work and communications so long as that use does not interfere with Firm needs. However, any ongoing or extended use of the Firm's computer systems, including email, for purposes not related to client or Firm work is prohibited without the specific permission of the Executive Director. Except for purposes of client or Firm work, the system may not be used either (i) to participate in Internet mailing lists, list servers, "blogs," chain letters or the like or (ii) to receive or internally disseminate programs, games,

photographs, graphics or other multimedia files. If you participate in a mailing list, list server or "blog" for purposes of client or Firm work, you must not express opinions on behalf of the client or Firm without specific permission of the client and/or a partner.

6. Firm-wide email groups such as "all.dpw", "all.dpw.ny", or any of the floor-specific groups at 450 Lex (e.g., "all.dpw.ny.23") may only be used for business or Firm-related messages. They may not be used for personal messages of any kind, including sales of items, requests for non-business-related information, or fund-raising for any organizations. The only exception to the foregoing is that the email groups for individual floors (e.g., "all.assistants.23") can be used for retirement or other collections for Firm employees. Personal messages about tickets and other items for sale or wanted and other personal postings should be addressed only to "dpw.misc" (see below).
7. When working with a client whose policies on use of the Internet you do not know, you should inquire before sending email or documents that may be confidential. Sending and receiving encrypted email via the Internet is not possible without prearrangement between Davis Polk and the organization with which we are exchanging mail. Encryption arrangements are difficult and will be considered only for specific client requirements.
8. A confidentiality legend, similar to that on the Firm's fax cover sheet, is available to be appended to email messages. In Outlook, select the appropriate approved Firm business signature option when creating the message.
9. When a matter will require repeated distributions to a working group, or will benefit from shared access to key documents, you should consider using ClientLink. ClientLink provides an audit trail of every distribution.
10. The Firm reserves the right to monitor, access or disclose email at any time for any legitimate business purpose of the Firm. Policies as to personal documents and computer files created or maintained on the Firm's computer systems are set forth in the policy on [Documents, Computer Files and Other Information](#).
11. Email to and from sites outside the Firm is monitored by a computer program that records the message headers (including senders, addressees, subjects and attachments) and saves the message text and attachments for a time. Reports from the mail monitoring program and message texts or attachments are not routinely reviewed, but from time to time may be reviewed to assure compliance with Firm policies or for other business purpose.
12. The email monitoring program blocks (i) attachments to incoming messages that are anything other than word processing, text or spreadsheet files, and (ii) outgoing messages or attachments longer than 5 million characters (about the size of two registration statements), except for partners, whose outgoing messages are limited to 20 million characters in size. However, messages or attachments of any length being sent to authorized client or other business recipients will not be held. You will be notified automatically by email if an incoming attachment or outgoing message has been blocked. To have an attachment or message released, call Computer Support. You may be asked for further details about the message, the attachment or the addressees. If you would like to add a company or other business-related recipient to the list of authorized sites, please contact Computer Support.
13. As a substitute for spoken communications, email tends to be less formal in tone and content than memoranda on paper. Nonetheless, you should not use the email system for communications that you would find embarrassing if disclosed. Use of the email system shall be consistent with all other policies of the Firm, including the policies on [Client Firm Confidences and Nondiscrimination and Professional Conduct](#). For example, distributing by email jokes or other material that could be interpreted as disparaging of others in a way that would violate the Nondiscrimination policy would therefore violate this policy. In general, you should take care to not send email that could be interpreted as offensive or discriminatory or otherwise inconsistent with Firm policies.
14. The sending, retransmission or printing of pornographic, lewd, offensive or discriminatory material, photographs, cartoons, or jokes may be grounds for immediate dismissal. You should report the receipt of any such material to the manager of the Security Department or the Executive Director.
15. As well-reported in the media, Internet email is the medium of choice for spreading computer viruses worldwide. Although the Firm's system has safeguards in place against viruses or other potentially damaging attacks from outside, you should be wary of opening any messages from an unknown external source. Such messages should be deleted.
16. The Firm issues BlackBerry handheld units to all lawyers and directors to facilitate receipt of email and access to client and Firm contact information when outside the office. Since email messages relating to client or Firm business will be forwarded to and stored on the BlackBerrys, those who have them should take precautions not to lose these units. It is Firm policy that BlackBerry users maintain a password on their BlackBerry ([click here for instructions](#)) to prevent access to confidential client or Firm information by unauthorized users if a unit is lost or stolen. You must immediately report to Computer Support any lost or stolen laptop, BlackBerry, or other electronic device that may contain or receive confidential client information. BlackBerry users will be responsible to pay for half the replacement cost on the first lost, stolen or damaged unit and the full cost of any other replacements. Personally purchased or nonstandard BlackBerrys are not permitted.

dpw.misc

The dpw.misc mail list was established as a courtesy to users by providing a forum for the posting of non-business announcements, inquiries about general information, the occasional sale of personal items or news which may be of interest to lawyers and staff (e.g., sporting events, concerts, special activities, etc.). Although users may post items for sale, dpw.misc is not to be used to sell so called "knock-off" merchandise or other items that may violate copyright, patent or trademark laws. What's more, dpw.misc is not to be used as a forum for auctioning items nor is it to be used as an electronic flea market. No more than five items (including books, videos and CDs) within a 60-day period may be listed for sale by an individual and it is not appropriate to bring items or photos to the office for display at your desk or in your office. Follow-up emails on unsold items should be limited to two notices. While posting an item for sale or posting real estate (house, apartment, vacation property) for sale or rent on behalf of a friend is permitted, those kinds of postings for a friend or third party for profit are not. For example, posting a message about a house for sale on behalf of a friend who is selling his/her own home is fine, but posting a message about a house for sale on behalf of a friend who is trying to sell the house in his/her capacity as a real estate broker is not permitted. Please note that New York "Anti-Scalping" rules prohibit ticket resales at marked-up prices or at a "best offer" basis.

"dpw.misc" is not the proper forum for debate nor as a platform for personal views, including discussion of political or other events of the day, such as a local or national election. If you find someone's usage troublesome, please respond to them directly—do not use "dpw.misc" for this purpose. If you cannot resolve the matter directly, you are welcome to contact the Firm's Executive Director.

In addition, responding privately to requests for information is in fact preferred and more polite practice since it helps to reduce the volume of email traffic for others. If you are interested in the responses someone else may have received to a particular request, please write that person directly. Please recognize that not everyone shares the same interests, that others are busy, and that an excessive volume of email traffic can interfere with others' ability to get their work done. Furthermore, it is not necessary to thank everyone after you receive responses to your mail.

For more information on using "dpw.misc" and other mail lists, send an email message to [dpw forum](#) with just the word "help" in the body of the message.

Internet Use

1. The Firm's computer system may be used to browse the Internet for occasional personal work, so long as that use does not interfere with Firm needs. However, any ongoing or extended use of the Firm's system, including browsing the Internet, for purposes not related to client or Firm work is prohibited without the specific permission of the Executive Director.

2. All use of the Internet is monitored by a computer program that records each website you visit and each document, graphic or other file you view or download. Reports of an individual person's use of the Internet are not routinely reviewed, but from time to time they may be reviewed by system administrators to assure compliance with Firm policies. The Firm reserves the right to monitor Internet use at any time for any legitimate business purpose of the Firm.
3. Except for purposes of client or Firm work, the system may not be used either (i) to participate in Internet news groups, chat rooms, "blogs" or the like, or (ii) to receive or transmit programs, games, photographs, graphics or other multimedia files. If you participate in a news group, "blog" or chat room for purposes of client or Firm work, you must not express opinions on behalf of the client or the Firm without specific permission of the client and/or a partner.
4. Use of the Internet shall be consistent with all other policies of the Firm, including, but not limited to, the policies on [Client and Firm Confidences, Documents, Computer Files and Other Information, Nondiscrimination and Professional Conduct](#), and on [Copyright Law Compliance](#). The use of any non-Firm web-based email system (e.g., yahoo.com or gmail.com) is specifically forbidden to forward, attach, save or otherwise transmit any client or Firm document or other data from the Firm's system unless such action is directly in support of a client or Firm assignment. Such files must (1) be saved back to the Firm's system if edited and (2) deleted from any non-Firm computer when work is completed.
5. The use of any cloud storage services, including but not limited to Dropbox, iCloud / MobileMe or Mozy, is prohibited for the storage of client or Firm documents or other data from the Firm's system.
6. The intentional access, viewing, printing or retransmission of pornographic, lewd, offensive or discriminatory material, photographs, cartoons or jokes may be grounds for immediate dismissal. You should report the receipt of any such unsolicited material to the manager of the Security Department or the Executive Director.
7. If you use the Firm's computer system for online purchases, banking services or securities transactions, it is at your own risk. Davis Polk does not verify or assure that any retail, banking or securities transactions made through the Firm's system and over the Internet are secure. You are deemed to have released Davis Polk and its employees unconditionally from any and all responsibility arising from any transactions made through the Firm's computer system.
8. If you visit websites that ask you to create a password (the *Wall Street Journal*, for example), do **not** use your Davis Polk password; some methods of transmitting passwords over the Internet are insecure and may risk compromising your Davis Polk password.

- See also the policy [Internet/Social Media](#).

Use of Media Players on the Firm's PCs

CD and DVD-ROM drives are intended to be supported for business purposes only. Recreational use during business hours is prohibited.

The Firm reserves the right to change this policy at any time without prior notice.

This policy is part of the **Lawyers' Handbook**.

1.13 Conflicts of Interest and Conflicts Checking

Lawyers must check for conflicts before accepting an engagement, and must be alert to any changes in the nature of the engagement that trigger the need for updating that check.

Davis Polk's system includes a number of steps and procedures:

1. Formal Database Searches -- Using the "Conflicts" program, lawyers must input certain data that will enable our system to identify parties likely to be affected by or to have an interest in the transaction or litigation and check those names against both (a) the Record Center database and (b) the Restricted Securities database for actual or potential conflicts of interest. The program will ask the following questions:
 - Name to be searched
 - Whether that name should be added to the "restricted list"
 - Responsible partner or counsel
 - Time period to search (minimum of 15 years unless it is an update)
 - Reason for search, client name, client officer name and telephone number, and any existing Davis Polk client number
 - Company abbreviations
 - Whether to search the names of subsidiaries, officers & directors or stockholders owning more than 10%?
 - If this is a litigation matter or hostile transaction or other matter which raises significant issues (such as antitrust, regulatory or industry matters), have you considered potential business or positional conflicts with other clients that might arise from such matters or issues?

Deciding how broad a search should be conducted requires judgment, and the scope of any search should be determined by the responsible partner or counsel.

The results of a conflicts search are provided very promptly. If, as is very often the case, the request includes an expanded search, which consists of searching subsidiaries, officers, directors, or stockholders, the results will take several hours and may be provided to you the day following your receipt of the initial results. Please keep this delay in mind when informing clients as to the status of the Firm's conflict check. Extended searches are done automatically with respect to litigation matters, hostile transactions and new clients.

Regarding the name to be searched, **please be careful to enter the correct name and check for spelling errors**. Multiple variations (such as Acme Holding Co., Acme Operating Co. and Acme International Co.) do not have to be entered. In general, all names should be added to the Restricted List unless the search is being done for reasons other than transactional or litigation work by the Firm.

If available, please be sure to enter the name of an individual client officer and his or her phone number with respect to the client transaction or matter prompting the conflict search. This information is very useful if lawyers at the Firm need to contact this client in the future with respect to the relevant matter or conflict search.

If a potential conflict or restricted list entry is identified, all persons listed on the Restricted List (or those identified in relation to a potential conflict matter) should be contacted to determine if there are any actual conflicts. In addition, the partner who is familiar with the Firm's previous work, if any, relating to the client in question should be consulted. For certain of the Firm's major clients, the list includes a client's relationship partner(s) who can be consulted to the extent necessary or desirable. Where any potential ethical or business conflict is presented, it should be referred to the firm's General Counsel or to one or more members of the Management Committee.

It is the responsibility of the partner or counsel responsible for the inquiry to be sure that the foregoing checks have been made and that all conflicts-related issues have been resolved before the assignment is accepted. The partner or counsel responsible for the new matter must sign the conflict search results cover page to confirm in writing that he or she has cleared all conflicts issues.

2. Updating the Conflicts Database – Whenever a transaction or litigation changes such that new or different parties become involved, the firm's conflicts database and restricted list needs to be updated to reflect that new information. It is the responsibility of the partner or counsel responsible for the matter to assure that the firm's conflicts database and restricted list is current.

To assist in that process, a reminder will be sent to the responsible partner or counsel 45 days after a matter is opened, asking that the description information for that matter be confirmed or updated.

3. Daily Posting of New Matters – Every morning, every lawyer in the firm receives, by email, a listing and brief description of every new matter opened in the prior 24-hour period. Each lawyer should review those descriptions and raise promptly with the responsible partner or counsel or other appropriate person any issues or concerns that present themselves with respect to such new matters.

This policy is part of the **Lawyers' Handbook**.

1.14 Copyright Law Compliance

The Firm takes seriously its responsibility to comply with the copyright law (Title 17, United States Code). Compliance is the responsibility of every lawyer and every other employee of the Firm. To this end, the following guidelines have been established:

1. The Firm does not condone the unauthorized reproduction of copyrighted materials.
2. The Library does not make photocopies of entire issues of periodicals for routing. Copies of tables of contents are routed where routing of originals is impracticable. Multiple subscriptions for routing are purchased as necessary.
3. The Library will only photocopy or arrange to have photocopied copyrighted materials such as articles, newsletters, treatises or materials from looseleaf services in compliance with the copyright law. As required, the Library will lend originals of such copyrighted materials to the requesting attorney rather than furnish photocopies.
4. The Library rarely makes photocopies of copyrighted materials to fill interlibrary loan requests, but when doing so, it will make only a single copy and include a notice of copyright.
5. Copyright compliance notices are posted at all Firm photocopiers and in the Copy Center.
6. Questions concerning this policy should be addressed to the Director of Library Services.

This policy is part of the **Lawyers' Handbook**.

1.15 Data Protection

Overview

Davis Polk & Wardwell LLP and its associated entities (collectively "Davis Polk" or simply "DPW" or the "Firm") and their personnel have the responsibility to protect and safeguard the confidentiality of all personal data ("Personal Information") collected, held or processed by Davis Polk. This Policy, together with the Firm's Privacy Policy, applies to all Davis Polk partners, counsel, associates and general staff and sets out Davis Polk's global policy in respect of the rights of individuals with respect to their Personal Information and the responsibilities of partners, counsel, associates, general staff and the Firm with respect to access to and use of that Personal Information. Each person working for or representing Davis Polk is personally responsible for maintaining the security and confidentiality of Personal Information in Davis Polk.

Any Personal Information collected, held or processed by Davis Polk relating to any individual is subject to the relevant provisions of applicable local law. The provisions set out in this Policy are intended to be the Firm's global guidelines and are therefore subject to any applicable local law provisions and/or staff policies that may govern the use of Personal Information in each jurisdiction where we have an office. Where there is a conflict between this global policy and a provision of local applicable law and/or Davis Polk policy, the local provision will take precedence.

Definitions

"Processing" is broadly defined and includes obtaining, recording, holding, using, organizing, altering, retrieving, disclosing, erasing or destroying Personal Information.

"Information" or "Data" includes, without limitation, information stored in a form capable of being processed electronically, or stored as part of a manual filing system (including index cards or filing cabinets, where that system allows Personal Information about a specific individual to be readily identified).

"Personal Information" is any personal information or data relating to a living individual and from which that individual is identifiable, including Sensitive Personal Information (where permitted by applicable local law). This may include name, date of birth, address and title, payroll details, financial details, employment or other references about him/her, a description in information from which the individual can be identified, biometric and photographic data, and other biographical information about that individual.

"Sensitive Personal Information," subject to applicable local law, may include, without limitation, any Personal Information relating to a living individual including racial or ethnic origin, political opinions, religious beliefs, trade union membership, sexuality, criminal proceedings or convictions and physical or mental health.

The above definitions used in this Policy are for guidance and are not exhaustive and are subject to applicable local law requirements and interpretation at all times.

This Policy applies to Personal Information held in electronic records or in manual filing systems

Principles for Processing Data

Anyone processing Personal Information must comply with the eight principles of good practice set out below. Personal Information must be:

Fairly and Lawfully Processed

The individual must be informed about who will be processing the Personal Information and why the Personal Information is to be processed, in accordance with applicable local law requirements. All practicable steps will be taken to ensure that the individual is informed as to whether the supply/collection of the Personal Information (including sensitive Personal Information) is obligatory or voluntary and where the supply of that Personal Information is obligatory for some specified purpose, the individual will be informed of the consequences of failure to supply that Personal Information. In addition, particular care must be taken to ensure that the processing of Personal Information does not breach any copyright laws, duty of confidence or any other provision of applicable local law.

Personal Information will not be considered to be processed fairly unless certain conditions are met. These conditions may include, subject to applicable local law requirements and permissions, the following items: the individual has consented to the processing; the processing is permitted by applicable law, or any exemption contained in applicable law justifies the processing, in circumstances where consent is not required; the processing is necessary for the legitimate interests and/or performance of a contract with the individual (e.g., payroll or obtaining references); the processing is necessary to comply with any legal obligation; the processing is necessary for the purposes of a legitimate interest pursued by the Firm (unless it could prejudice the individual's interests); the processing is necessary to carry out public functions; or the processing is necessary to protect the vital interests of the individual.

Sensitive Personal Information may be processed if permitted by applicable local law—in France and Spain, no such processing is permitted—and will not be considered to be processed fairly and lawfully unless processed in compliance with strict conditions of any such applicable local law. In addition to the conditions for fair processing mentioned above, Sensitive Personal Information is fairly processed when necessary for the Firm to meet a legal obligation in relation to employment or the processing is necessary for the administration of justice or legal proceedings. The Firm collects Personal Information relating to individuals (including general staff, partners, associates, counsel, contractors, job applicants, clients and third parties) from a variety of sources but mainly from the individuals themselves.

Davis Polk carries out both routine and specific monitoring (where the circumstances warrant such action). Personal Information may therefore be collected directly or indirectly from such monitoring and/or from monitoring devices or by other means (for example, door access control mechanisms, closed-circuit television, telephone logs, recordings, and email and Internet logs). In these circumstances, the Personal Information may be processed for regulatory, legal, compliance or billing purposes or where the Firm is investigating possible abuse of Firm systems or potential civil or criminal offenses. Where Davis Polk carries out such monitoring it will, wherever reasonably practicable, endeavor to protect obviously private files.

Processed for Limited Purposes

Personal Information should only be processed for specific and lawful purposes, each of which has been disclosed to the individual or is obvious in the context in which the Personal Information is collected or is permitted by applicable law. The Personal Information should not be processed in any manner incompatible with the stated purposes.

Personal Information (including Sensitive Personal Information) relating to employees is collected (including via electronic communications) for several business purposes including, without limitation, the following: for the Firm's administration and management of its business; for compliance with applicable procedures, laws and regulations; for the transfer, storage and processing of Personal Information by the Firm (or its agent(s) including any third parties retained by it together with their successors and assigns); the Firm's administration and management of its employees (including, without limitation, for taxation and wage administration; medical information for the administration of private medical and other insurance plans; performance evaluations; contingency planning; business travel; training; career planning; recruitment; provision of references; reimbursement of expenses; disciplinary purposes; compilation of personnel profiles, contact lists and directories); and any matters ancillary to the matters listed above.

Personal Information collected by Davis Polk may also be shared with other Davis Polk offices in various jurisdictions for the same purposes as set out above and in our Privacy Policy. The Davis Polk office that collects such Personal Information is the responsible party to administer and manage such Personal Information, although it may transfer Personal Information to other offices as set out below.

As a matter of Firm practice, all channels through which Personal Information is gathered (e.g., via application forms, the Davis Polk website, etc.) will normally contain wording and/or a reference to the Firm's Privacy or Data Protection Policies so that individuals are informed of the intended use of the Personal Information being collected. Any email or fax will normally contain standard notification wording in the template or footer that directs individuals to the Firm's "Disclaimer," which includes its Privacy Policy. The templates will also ask unintended recipients immediately to delete any email or fax received in error.

It is Davis Polk's Policy not to share any Personal Information with any nonaffiliated third parties unless: Davis Polk is so directed by or with the consent of the individual in question, it is necessary in the processing or administration of transactions/cases, it is in connection with providing services, it is related to Davis Polk's operations or it is permitted by applicable law or any exemption contained in applicable law.

Under no circumstances, unless prior authorization is obtained from the individual, will any Personal Information be disclosed to nonaffiliated third parties other than as further described herein. Equally, Personal Information should only be disclosed within Davis Polk on a "need-to-know" basis.

Personal Information may be shared with other nonaffiliated third parties where such third-party entity (and/or its successors and assigns) is performing certain services on behalf of Davis Polk, pursuant to its direction, or as directed or consented by the individual, such as auditors, technical service providers or other service providers that require the processing of Personal Information. In such circumstances, we will inform or notify you in advance of our disclosing your Personal Information to that third party, unless it is not possible to do so or would involve disproportionate effort since it might not be technically or commercially feasible to do so in all the circumstances.

Davis Polk may also disclose Personal Information to government, law-enforcement or regulatory authorities or as otherwise required or permitted by applicable law, and if Davis Polk is contacted by any such authority, Davis Polk may be required to provide any requested Personal Information to the extent so required and as provided by law. Any such request received by a partner, counsel, associate or general staff should be referred to the Data Protection Partner, and no Personal Information should be disclosed in this way without the consent of the Data Protection Partner.

Where required by applicable law in any jurisdiction, the Firm will comply with all necessary authorization and registration requirements, including stipulating the purposes for which it intends to use Personal Information collected during its operations. Register entries will be kept up-to-date. Please check with the Firm's Data Protection Partner if you need to know whether our registration covers your planned processing.

Adequate, Relevant and Not Excessive

Personal Information held will be sufficient for the stated purposes but not more than sufficient for those purposes. Periodic audits will be carried out to ensure that no irrelevant or excessive information is held. Any Personal Information stored must be accurate and up-to-date. Periodic audits will be conducted to check Personal Information for accuracy and to ensure that out-of-date material is updated or discarded. The interval for such audits will be determined by reference to the nature of the Personal Information and the purpose for which it is being held or processed, including any legal or regulatory requirements to retain the Personal Information.

Davis Polk will send annual reminders to its employees to remind them to update their Personal Information. All individuals should ensure that they notify Davis Polk of any material changes to their key Personal Information such as home address, name and emergency contacts.

Not Kept Longer Than Necessary

Personal Information held by the Firm for a specific purpose will not be held for longer than is necessary for that purpose, and procedures will be in place to allow selective deletion of information. If during any periodic review, it is discovered that the purposes for which the Personal Information was gathered are no longer necessary purposes, i.e., the Personal Information is no longer in use (or relevant) and there is no legitimate reason for the personal information to be retained, the Personal Information will be destroyed. All Personal Information will be disposed of at the end of any retention period that is required or permitted by applicable law, in a manner appropriate to its sensitivity. All backup and archive copies will also be destroyed.

Processed in Accordance with the Individual's Rights

Subject to the provisions of applicable law, individuals may be entitled to exercise certain individual rights provided for under local data protection laws. These may include a right of access to and correction or deletion of Personal Information. Davis Polk recognizes that if individual rights exist, and an individual makes a request to exercise such a right, it will comply with its legal obligations in that regard. Any counsel, associate or general staff wishing to exercise any such right should contact their Office Administrator or the Firm's Director of Human Resources. Partners and other individuals should contact the Data Protection Partner. Individual rights are discussed below.

Security

Appropriate security measures are taken by Davis Polk to safeguard Personal Information against any accident, loss, destruction, damage and unauthorized or unlawful processing. Such measures include, but are not limited to, access controls (e.g., individual passwords), audits and training for personnel responsible for processing, maintaining and transferring personal data. Personnel are regularly reminded of these responsibilities. Disciplinary rules are in place should there be a breach of duties and responsibilities. Additional security measures are in place for Sensitive Personal Information (as may be required by applicable law) that ensure that access is on a strict "need to know" basis.

Any personnel handling Personal Information are required to maintain, secure and protect the confidentiality of such information and take all necessary precautions to protect Personal Information from any unauthorized use, disclosure or potential loss. Electronic databases and documents are safeguarded by password protection and/or other access-limiting methods. Passwords are changed periodically. Personal Digital Assistants (e.g., BlackBerrys and iPhones) that may contain Personal Information are password protected. Computers with access to Personal Information are not to be left unattended, unless they are password protected through screen savers. When an individual is no longer employed by Davis Polk, his or her access to Davis Polk's computer systems will immediately be terminated. All computers are protected with multilayered antivirus software. Computer systems are archived and backed up periodically. Any Personal Information not maintained electronically is maintained in a locked file cabinet or other secure location when not in use. Additional security measures are in place for Sensitive Personal Information (as provided for by applicable legislation) to ensure that access is on a strict "need to know" basis only and that it is secured even when being left unattended for a short time.

Furthermore, personnel are subject to all restrictions, provisions and covenants contained in any confidentiality, nonsolicitation and noncompetition agreement(s) and acknowledgment(s) executed in connection with their employment and any rules and policies implemented by Davis Polk. Under no circumstances shall personnel use Personal Information for their own personal use or otherwise outside of their employment with Davis Polk.

Not Transferred to Countries Without Adequate Protection

Davis Polk is an international firm and our headquarters are in the United States of America. In order to operate our business, we may need to transfer Personal Information to locations outside the local jurisdiction in which partners and Davis Polk employees are based and process Personal Information outside that jurisdiction. Personal Information may therefore be controlled and processed by any of Davis Polk's offices, some of which are outside the European Economic Area ("EEA").

Data protection and privacy laws in other jurisdictions may not provide for the same level of protection of your Personal Information as exists in your home country or in the EEA. Personal Information is not to be transferred outside of the EEA except in compliance with certain safeguards and requirements established by applicable law from time to time.

To ensure a sufficient level of Personal Information protection, Davis Polk and its offices have entered into a Global Co-operation Agreement containing the model clauses as recommended by the European Commission, to ensure that Personal Information transferred between Davis Polk offices will be dealt with in accordance with applicable law and ensuring sufficient protection of transferred Personal Information. For the purposes of our Paris office, the Commission nationale de l'informatique et des libertés ("CNIL") authorized the transfer of Personal Information pursuant to decision No. 2009-558 of September 24, 2009. For the purposes of our Madrid office, the Agencia Española de Protección de Datos ("AEPD") authorized the transfer of Personal Information pursuant to decisions TI/00160/2009 and TI/00161/2009 of March 12, 2010.

In respect of Personal Information that falls outside of or is not covered by the Global Co-operation Agreement, such Personal Information will, except as described below, not be transferred from within the EEA to any person or organization outside of the EEA by any means (including, for example, by such methods as email or through any intranet or other computer network). There may be certain circumstances that may require Personal Information to be transferred outside the EEA. Examples of these circumstances include the following: the individual to whom the Personal Information relates has given his or her consent to the transfer; the processing is permitted by applicable law or any exemption contained in applicable law justifies the processing; in

circumstances where consent is not required and/or the country or territory enforces an adequate level of protection for the rights and freedoms of individuals in relation to the processing of Personal Information or should adequate protection not exist, the transfer has been authorized by a relevant national authority.

Individual Rights

An individual may have certain rights with regard to his or her Personal Information conferred by applicable local law. These rights may include rights of access to Personal Information held about him/her and the right to have such information either corrected or erased. Subject to its legal obligations in each jurisdiction and to the application of any legal exemptions, Davis Polk will comply with any such individual rights. Any counsel, associate or general staff wishing to exercise any such right should contact their office administrator; partners and other individuals should contact the Data Protection Partner.

Under applicable law, individuals may be entitled to make a formal request to access certain of their Personal Information that is held by Davis Polk. Where applicable law confers such a right to an individual, Davis Polk will comply with any such request, provided that the individual meets the requirements within the relevant time periods provided. Any such request should be made to the office administrator in the individual's office or the Firm's Director of Human Resources or Data Protection Partner (as appropriate) who will be able to provide more details about rights of access in the relevant office concerned.

Any such request for access to Personal Information must comply with any applicable legal requirements and should be in writing and accompanied by the following information: reasonable information as to the individual's identity, any other information required and payment of any fee that may be permitted by applicable law; the individual's contact details, and the date and signature; and any other information required to comply with any other access conditions/requirements under applicable law.

Applicable law may provide circumstances and/or categories of Personal Information which may not be or are not required to be disclosed by Davis Polk under such an access request. In such circumstances, Davis Polk will comply with its legal obligations and will notify the individual if any information requested cannot be provided. Davis Polk will only provide access if permitted by applicable law, including obtaining any relevant consent.

Subject to the provisions of applicable local law, individuals may also have certain of the following rights in relation to their Personal Information: a right to object to processing (on grounds provided for under applicable local law); a right to prevent processing for direct marketing; a right to object to decisions being taken by automated means; a right to have inaccurate Personal Information corrected; a right to stop unauthorized transfer to a third party; or a right to have Personal Information corrected, blocked, erased or destroyed.

If there is any confusion, complaint or doubt about any aspect of information processing or individual rights in your jurisdiction, your questions should be directed to your office administrator, the Firm's Director of Human Resources or the Data Protection Partner.

Compliance with This Policy and Unauthorized Use or Disclosure

Processing of Personal Information outside these guidelines is not permitted by Davis Polk. If a partner, counsel, associate, or general staff unlawfully obtains, discloses or sells any Personal Information collected, held or processed by, or on behalf of, the Firm without consent, he or she may be guilty of a criminal offense. Anyone violating this Policy may be subject to disciplinary action which can result in termination of his or her position at Davis Polk.

Anyone who has knowledge of unauthorized access, use or disclosure of Personal Information should immediately report it to the Data Protection Partner. Unauthorized access, use or disclosure of Personal Information or failure to report such unauthorized access, use or disclosure, will result in appropriate disciplinary action, which may include the termination of employment.

- See also: [Data Protection and Security Awareness Training](#)

Questions concerning this policy should be addressed to Davis Polk's Data Protection Partner, Leo Borchardt, +44 20-7418-1334, leo.borchardt@davispolk.com

This policy is part of the **Lawyers' Handbook**.

1.16 Dress Code - Business Casual Dress Guidelines

These guidelines were developed to set out the Firm's expectations for those of us who choose to dress in business casual.

- Business casual means neat attire that is more relaxed, but not sloppy (e.g., tucked-in shirttails and not rumpled). Put another way, outfits should be neatly pressed and appropriate for business settings. Please note that business casual is also different from at-home casual or "Saturday at the office casual." A good rule of thumb is the following: if you wear it to play, don't wear it to work. Slacks and shirts should be of the type that would normally be worn with jackets. Denim, leggings, shorts or other clothes or shoes appropriate for sports or outdoor recreational activities (e.g., hiking boots, flip-flops, sneakers, spandex, sweatpants, sweatshirts and T-shirts) would not be appropriate. Short-sleeve or polo shirts may only be worn during the summer season.
- It is important to dress in clothing and shoes that are in good condition and convey a professional image. Worn-out khakis, faded polo shirts and beaten-up footwear, for example, do not convey that image.
- For those lawyers who opt for business casual, you must keep traditional business attire in the office in case you are called into unexpected meetings with clients who are not dressed in business casual. Obviously, a change into traditional attire for court appearances will be necessary.

Our goal, quite simply, is to maintain a professional environment where we can dress comfortably. None of us needs a long list of rules; the key is to use good judgment in selecting your office attire.

This policy is part of the **Lawyers' Handbook**.

1.17 Equal Employment Opportunity Policy

Davis Polk & Wardwell LLP ("Davis Polk") is an equal opportunity employer and considers all employees and applicants for employment without regard to race, color, ancestry, religion, sex, national origin, sexual orientation, gender, gender identity, gender expression, age, disability, medical condition (genetic characteristics, cancer or a record or history of cancer), genetic information, marital status, military or veteran status or any other characteristic protected by

applicable federal, state or local law. Davis Polk also provides reasonable accommodation to qualified individuals with a disability in accordance with applicable laws

This policy is part of the **Lawyers' Handbook**.

1.18 Firm Letterhead; Email Signatures

Generally, Firm letterhead should be used only by members of the bar in connection with Firm legal matters. Persons not yet admitted to practice, as well as summer associates, should designate their name with "Law Clerk." When letterhead is used by persons who are not members of the legal staff, their signatures should be followed by a phrase clearly indicating that they are not Davis Polk lawyers (e.g., "Legal Assistant" or "Document Analyst"). Letterhead may not be used for personal correspondence or in connection with non-Firm business. Stationery imprinted with "1600 El Camino Real" is available and may be used for such matters.

Whether Firm letterhead is appropriate for pro bono matters is determined on a case-by-case basis by the responsible partner or a member of the Pro Bono Committee. Firm letterhead may not be used for any other purposes without approval by the Management Committee or the Managing Partner.

Lawyers who are not admitted to active practice as required in their jurisdictions may sign correspondence on Firm letterhead or distribute business cards only if the correspondence or cards clearly indicate that such lawyers are not admitted in the applicable jurisdiction.

Since email messages are an integral part of business communications, the same guidelines apply for those who are not yet admitted to the bar, or for general staff to include their title in any email message sent in connection with Firm or client work. (See, also, policy on [Computer and Telecommunications Usage and Security](#).)

This policy is part of the **Lawyers' Handbook**.

1.19 Flextime Work - New York

- [Availability of Flextime Work](#)
- [Establishing a Schedule](#)
- [Compensation and Benefits](#)
- [Effect on Review Process and Opportunities for Advancement](#)
- [List of Flextime Lawyers](#)
- [Partners Supervising Flextime Program](#)
- [Flextime Lawyers Compensation Worksheet](#)

Availability of Flextime Work

Davis Polk seeks to make flexible work schedules available to lawyers who desire to work on a reduced basis or to work a full schedule during non-traditional work hours. Davis Polk's program encompasses flextime work, part-time work and other reduced work schedules (collectively, "Flextime Work"). In addition to child care responsibilities, reasons for adopting a reduced work schedule have included the need to care for a sick or disabled family member, the pursuit of additional education, teaching courses at a law school and pursuit of work-life balance generally.

While Davis Polk does not limit reduced work schedules to specific areas of its practice, we cannot guarantee that all requests for Flextime Work will be satisfied. The availability of Flextime Work for any particular lawyer at any particular time will depend on a number of factors including the experience level of the lawyer requesting the Flextime Work and the lawyer's willingness to be flexible in meeting the needs of the lawyer's practice group as well as client needs and expectations.

Reduced work schedules generally are not available to associates who are recent law school graduates. Davis Polk believes that working on a reduced basis at the beginning of a legal career makes it difficult for an associate to receive the training, experience and exposure necessary for his or her successful professional development.

Davis Polk does not impose a specific limit on the period of time during which an associate or counsel may work on a reduced schedule. The duration of any particular arrangement will depend on the success of the arrangement, including satisfying client and firm needs and the objectives of the individual lawyer. Davis Polk reserves the right, in its sole discretion, to modify or terminate the Flextime Work arrangement with or without notice.

Establishing a Schedule

A lawyer who desires Flextime Work should discuss the matter with the partners with whom the lawyer regularly works or should contact the partner in his or her group who is responsible for supervising the Flextime Work program, currently Ben Kaminetzky (Litigation), Leor Landa (Corporate), Kathleen Ferrell (Tax) and Paula Ryan (Trusts and Estates). Based on discussions among these persons and taking into account the nature of the work to be performed by the lawyer, firm and client needs and the desires of the lawyer, a proposed Flextime Work arrangement and mutually satisfactory set of expectations should be established. It is the firm's expectation that lawyers on a Flextime Work arrangement will be flexible in accommodating the needs of clients and colleagues. A partner in the flex-time lawyer's practice group may be asked to monitor the arrangement to ensure that the mutual expectations of the firm and the lawyer are being met.

There are a number of different models of Flextime work, which may include: part-time schedules, such as working a limited number of days per week or hours per day; arrangements where fewer assignments are accepted or time is taken off after completing an (or a series of) assignment(s) and before accepting a new one; arrangements where the lawyer works on a targeted percentage of a full-time schedule with the work being performed on a flexible basis; or a combination of the foregoing.

The number of hours worked by lawyers working flexible schedules varies substantially from lawyer to lawyer and may vary substantially, on a year-to-year basis, for any particular lawyer. There is no pre-determined minimum or maximum number of hours; however, as described above, each Flextime Work schedule must meet the needs of the relevant practice group's clients and colleagues and should be developed in consultation with and approved by the partner(s) with whom the lawyer regularly works. Note that working less than 1,000 hours per year may affect a lawyer's entitlement to certain employee benefits (see below). Overall, lawyers on reduced schedules generally work between 50% and 80% of a full-time schedule.

Compensation and Benefits

Salary

Subject to the limitations described below, a lawyer working a flexible schedule is compensated for billable hours and for certain types of non-billable work ("Compensable Non-billable Hours") at an hourly rate calculated by reference to the full-time salary for a lawyer in the same compensation class. The hourly compensation for the lawyer is calculated by dividing the full-time salary (excluding bonuses) by a number (the "Base Number") that approximates the average number of billable and Compensable Non-billable Hours worked by full-time associates and counsel and by adjusting the resulting number (the "Unadjusted Hourly Rate") for paid vacation time. Because lawyers working reduced schedules continue to receive the same number of vacation days as full-time lawyers and because full-time lawyers generally perform their annual work in approximately 11 months, to compute a flextime lawyer's hourly rate, the lawyer's Unadjusted Hourly Rate is multiplied by the fraction 11/12. Lawyers working on reduced schedules are also compensated at a pro-rated rate based on the number of compensable hours worked during a calendar year for New Year's Day, Thanksgiving and Christmas.

The Base Number currently is 2,000 hours. From time to time Davis Polk reviews the Base Number to determine whether it remains a reasonable target for the average number of billable hours and Compensable Non-billable Hours worked by full-time lawyers.

A lawyer working a flexible schedule is not permitted to earn in any calendar year more than the lawyer would have earned had he or she been working a regular full-time schedule. Consistent with this rule, during each of the first three calendar quarters in a year, the compensation that the lawyer may earn may not exceed one-fourth of that lawyer's full-time salary regardless of the number of compensable hours worked in that quarter. Excess compensable hours may be carried forward to the succeeding quarters of the same calendar year. Subject to the application of the overall annual salary limitation, in the fourth quarter of each calendar year the lawyer is paid for all compensable hours worked during the quarter and for any hours carried forward from a preceding quarter. With advance approval of the supervising partner in the flextime lawyer's group and the approval of the partner in charge of the Flextime Work program, excess compensable hours may be carried forward beyond a calendar year to the next succeeding quarter in which the flextime lawyer works and is entitled to compensation (i.e., these hours may not be carried forward to a period of unpaid leave or vacation time). In no event may these hours be carried beyond the later of (a) the first quarter of the succeeding calendar year or (b) the first quarter when the attorney returns to work and is entitled to compensation.

Compensable Non-billable Hours

In general, Compensable Non-billable Hours include non-billable legal work such as pro-bono work, recruiting, legal work for Davis Polk personnel, standard form documentation projects, general memoranda for clients with respect to legal developments and other firm-required activities such as reading emails. Personal time is generally not compensable.

Some flextime lawyers may be compensated for certain legal reading or other professional development activities at the discretion of the firm. The amount of legal reading and other professional development activities required to remain current with respect to legal developments varies significantly from practice group to practice group and may vary substantially from time to time within a practice group, therefore, each practice group determines periodically the maximum number of hours, if any, for which flextime lawyers practicing in that group will be compensated for such activities. The decision as to whether to offer compensation is based on the judgment of the practice group as to whether the non-billable activities are required and impose a substantial time burden on the lawyer in relation to the overall professional activities of the lawyer.

Flextime lawyers are also compensated for certain business development activities, practice resources and certain administrative tasks when requested by the firm, such as time spent on bill preparation, staffing assignments for the lawyer's group, preparation of training or conference materials, client development activities, and attendance at Group or departmental meetings. Flextime lawyers may also be compensated for attendance at DPW CLE programs (until their CLE requirement is met) and attendance at outside CLE programs if approved by the firm.

The firm and each practice group reserves the right to set parameters, either as a maximum or a minimum number of compensable and non-compensable hours, based on firm needs, client needs, and current market conditions.

Procedure for Submitting Time Records

Each lawyer who works on a Flextime Work arrangement is required to submit on or around the fifteenth day of each month a worksheet setting forth 1) the number of billable hours worked during the preceding thirty-day period, and 2) the number of non-billable hours worked during this period which the flextime lawyer believes to be compensable. The [worksheet](#), an interactive form posted on the DPW intranet, can be found by going to the Tools topic on the Home Page of the DPW intranet. After the flextime lawyer completes and submits the worksheet, it is automatically forwarded to the partner who supervises the Flextime Work program for that lawyer's group and to the Accounting Department. For corporate lawyers, it is also forwarded to the partner responsible for direct supervision of the flextime lawyer's work within a given practice area (e.g., FIG, Real Estate, etc.). Upon receiving the form, the relevant partners will review the hours listed to determine those meeting the requirements for compensation.

Paychecks reflecting the approved hours are distributed at the same times as paychecks are distributed to full-time lawyers; however, because flextime paychecks vary in amount from month to month and therefore require manual payroll processing, the time period covered by each paycheck is the period from the fifteenth of the calendar month preceding the month of the paycheck to the fifteenth of the calendar month in which the paycheck is issued.

Bonuses

Associates

An associate who works on a Flextime Work arrangement is entitled to a pro rata portion of any bonus to which the associate would have been entitled had the associate been working full-time. Thus if a bonus is paid in December, any associate who has worked on this basis throughout the time period to which the bonus relates, is paid a bonus in an amount calculated by multiplying the amount of the full-time bonus to which the associate would have been entitled, had the associate been working full-time, by a fraction (the numerator of which is the number of compensable hours worked by the associate during the relevant bonus period and the denominator of which is the Base Number). If an associate has been employed on both a full-time basis and on a Flextime Work arrangement during any bonus period, the bonus amount payable to the associate generally will be calculated by applying the foregoing formula except that, in this case, the numerator of the fraction referred to above will be the number of hours equal to the sum of (i) the number of compensable hours worked by the associate during such bonus period while working on the Flextime Work arrangement plus (ii) the number of hours calculated by multiplying the Base Number by a fraction, the numerator of which is the number of days in such bonus period during which the associate was employed on a full-time basis and the denominator of which is 365.

In order to be in a position to pay bonuses to flextime associates on the same date as bonuses are paid to full-time associates, it is necessary to calculate the bonus amount as of a date shortly before the bonus payment date and to compute the bonus amount by applying the appropriate formula as of the date of calculation. If, in any bonus period, an associate works hours that were not reflected in the calculation of the relevant bonus amount, then the bonus amount attributable to the additional hours is paid to the flextime associate as part of the associate's next regular paycheck.

If Davis Polk determines to pay associate bonuses on a basis other than the annual basis described above, the portion of any such bonus to which an associate working on a Flextime Work arrangement is entitled will be determined in a manner designed to be substantially consistent with the principles outlined above.

Counsel

In determining the amount of any bonus to be paid to a counsel who works on a Flextime Work arrangement, the firm will consider the same factors as are considered in determining the bonuses payable to full-time counsel, as well as the number of compensable hours worked by the counsel. As is the case with full-time counsel, the amount of any bonus payable to the counsel is an individualized decision; however, it is expected that the decision-making process generally will result in the counsel receiving a pro-rata portion of the bonus to which the counsel would have been entitled had the counsel been working full-time.

Vacation

A lawyer who works on a Flextime Work arrangement basis is entitled to the same number of days of vacation time as that lawyer would enjoy if working on a full-time basis. For vacation time accrued while employed on a Flextime Work arrangement basis, the lawyer is compensated for vacation time at a daily rate calculated by reference to the lawyer's full-time daily rate of pay. The daily rate of vacation pay for the lawyer is an amount equal to (i) the full-time salary of the lawyer divided by 253 (an estimate of the number of business days in a calendar year) multiplied by (ii) a fraction, the numerator of which is the number of compensable hours worked by the lawyer during the calendar quarter during which the vacation being taken was accrued (applying a first accrued, first used rule for vacation time accrued during more than one quarter) and the denominator of which is one-fourth of the Base Number.

If a lawyer who works on a Flextime Work arrangement basis uses any vacation time before the date that the vacation time has accrued in accordance with the firm's policies, the lawyer is paid for this vacation time at an estimated daily rate calculated on the basis of that lawyer's prior Flextime Work arrangement work history. After the end of the period during which the used vacation time would have accrued, the payroll department compares this estimated rate with the rate of vacation pay that would have been applicable had the lawyer waited until after the end of the accrual period to use the vacation time. If the two rates are significantly different an appropriate adjustment is made in the next succeeding paycheck of the lawyer.

Sick Leave

Lawyers who work on a Flextime Work arrangement basis are entitled to paid sick leave up to a maximum of 40 hours of sick leave per calendar year. Sick leave covers time out of the office for the reasons identified below and is compensable for flextime lawyers at the Unadjusted Hourly Rate. Any employee whose absence because of his or her own illness exceeds one standard work week will not be charged with individual sick days for any day beginning with the eighth consecutive day of illness (see "Disability Benefits" below).

Sick days may be taken for the following reasons:

- Due to a lawyer's physical or mental illness, injury, or health condition, or need for medical diagnosis, treatment or preventive care;
- For the same purpose when caring for a spouse, domestic partner, children, parents (including in-laws, grandparents, grandchildren and siblings (including step-siblings); or
- Due to the closure of the Firm's facilities, or a child's school or childcare provider in case of declared public health emergency.

Unused sick leave time does not carry over from one year to the next, and is not paid on termination of employment.

Bereavement Leave

A paid one-week leave of absence is granted to employees who experience a death in their immediate family. The immediate family includes spouse, parents or legal guardians, sisters, brothers and children. Bereavement leave will be paid at the Unadjusted Hourly Rate.

Benefits Generally

Assuming that a lawyer who works on a Flextime Work arrangement basis works at least 1,000 compensable hours per year, the lawyer generally continues to enjoy the same employee benefits, including health care and other medical benefits, as the lawyer enjoyed when working full-time. If the work schedule established for any calendar year contemplates that the lawyer will work less than 1,000 compensable hours during the year (i.e., averaging less than 20 hours per week), the lawyer may lose eligibility for health and medical benefits. Health and medical benefits coverage will continue as long as may be required to comply with the Affordable Care Act and the lawyer will be eligible to continue coverage thereafter, at the lawyer's expense, as required by applicable COBRA rules. If the schedule expected to be worked by a lawyer during a calendar year is contemplated to include at least 1,000 compensable hours, the lawyer will be eligible for employee benefits through the end of that calendar year, regardless of whether the number of compensable hours actually worked during that year falls below 1,000 hours. With respect to the succeeding calendar year, the lawyer will be entitled to benefits only if the partners with whom the lawyer works confirm that, for the succeeding calendar year, it is expected that the lawyer's compensable hours will be at least 1,000 hours.

Disability Benefits

Subject to the 1,000-hour rule described above, lawyers who work Flextime Work arrangements continue to be entitled to short- and long-term disability benefits for the same periods of time as such benefits are paid to full-time lawyers. Because the benefit amount paid under the firm's disability insurance is based upon the insured lawyer's salary, the benefit payable to these lawyers who become disabled is proportionately less than the benefit paid to full-time lawyers. In the case of a lawyer who is working on a Flextime Work arrangement basis at the time a disability arises, the benefit amount for short term disability will be calculated by using the average earnings (excluding bonuses) for the twelve month period prior to the date of disability. The benefit amount for long term disability will be calculated by using the average earnings (including bonuses) for the twenty-four month period prior to the date of disability.

Life Insurance

Subject to the 1,000-hour rule described above, life insurance is available to lawyers working on a Flextime Work arrangement on the same basis as such insurance is available to full-time lawyers. A lawyer may purchase life insurance beyond the level provided by the firm in an amount equal to three times the lawyer's notional full-time annual salary (excluding bonuses).

Parental/Primary Caregiver Leave

Subject to the 1,000-hour rule described above, lawyers working on a Flextime Work arrangement basis are entitled to parental and/or primary caregiver leave for the same period as lawyers working on a full-time basis. In cases where a lawyer is working on a Flextime Work arrangement basis or on disability at the time the parental and/or primary caregiver leave begins, the parental and/or primary caregiver leave will be compensated at a rate calculated by using the average earnings (excluding bonuses) for the twelve month period prior to the date of the parental and/or primary caregiver leave.

Effect on Review Process and Opportunities for Advancement

The performance of lawyers who work on a Flextime Work arrangement is reviewed at the same time and on the same basis as that of full-time lawyers. Lawyers who are working on a flextime basis may be considered for promotion to counsel or partner without first having returned to work on a full-time basis.

The timing of decisions on the promotion of associates to counsel positions and on the admission of new partners to the firm is based on many factors, including the professional development of the candidate. The firm does not believe that there is any fixed minimum or maximum period of time that every lawyer must work before being considered for advancement. Consequently, there is no fixed rule as to how flextime work will be counted for purposes of determining when a lawyer who has spent a portion of his or her career working on a Flextime Work arrangement basis will be considered for advancement to a counsel position or to partnership. The promotion to partnership of a flextime lawyer would likely take more than the usual eight-year track as the experience level would presumably be less than that of a full-time associate. A candidate for promotion would be expected to exemplify all of the qualities needed for partnership that a full-time candidate must possess (e.g., client development and administrative skills as well as substantive abilities). Lawyers who are working on a Flextime Work arrangement basis and who wish to be considered for promotion should discuss these issues with the partners in their respective practice groups and with the Management Committee. The Flextime Work arrangement does not alter the lawyer's at-will employment relationship with Davis Polk.

List of Flextime Lawyers

The number of lawyers working on a Flextime Work arrangement varies from time to time; however, each year since 2004 an average of approximately 35 lawyers have worked on this basis. Both men and women have made use of Davis Polk's Flextime Work program. Five Davis Polk partners and 11 persons who are currently counsel either have worked, or currently are working, on a flextime basis.

The following is a list of current Davis Polk lawyers who have worked or are working on a Flextime Work arrangement. All have indicated a willingness to discuss the program and their experiences with other lawyers who might be interested in pursuing this work option:

Susan Baker	Angela Doolan	Carissa Pilotti
Ann Beccchina	Melissa Glass	Paula Ryan*
Katia Brener	Horiana Isac	Leslie Simon
Loyti Cheng	Nora Jordan*	Paula Simpkins
Ning Chiu	Susan Kennedy*	Jordan Leigh Smith
Margarita Clarens	Jason Kyrwood*	Katherine Swan
Mary Conway*	Rachel Lerner	Heather Ward
Deryn Darcy	Jeanine McGuinness*	Rachel Weissman

*Lawyers who worked Flex-Time at some point during his/her career and would be happy to discuss the program with those interested.

Partners Supervising Flextime Program

The partner currently in charge of administering the DPW Flextime Work program is Kathleen Ferrell. The partners currently responsible for supervising the Flextime Work program within the groups are Ben Kaminetzky (Litigation), Leor Landa (Corporate), Kathleen Ferrell (Tax) and Paula Ryan (Trusts and Estates).

Flextime Lawyers Compensation Worksheet

The worksheet used to submit time records for compensation can be found by clicking [here](#). The worksheet includes a breakdown of the categories of non-billable work that have been determined to be Compensable Non-billable Hours. The worksheet may also be accessed by going to the Tools section of the Home Page of the DPW intranet.

1.20 General Ethical Considerations and Questions

The Firm has always been committed to the proposition that all lawyers should conduct themselves in a highly ethical and professional manner and in compliance with all applicable laws and rules of professional responsibility.

You are expected to know the laws and rules of conduct applicable to the legal profession, particularly those applicable to the jurisdiction in which you are admitted. While there is great similarity in the rules from jurisdiction to jurisdiction there are differences among them, so you must check the rules in the particular jurisdiction in question.

If in the course of your practice you have any questions regarding ethical considerations or compliance with the law, you should promptly discuss the matter with the partner supervising the matter, the firm's General Counsel or Deputy General Counsel, or a member of the Management Committee. The Management Committee or General Counsel will seek to maintain confidentiality of any such inquiry to the extent possible and appropriate under the circumstances. The Firm prohibits any form of retaliation against any individual who raises any question concerning legal compliance or professional ethics in good faith.

The applicable professional responsibility rules are here:

- [California](#)
- [England](#)
- [France](#)
- [Hong Kong](#)
- [New York](#)
- Washington, D.C.
- [France: Règlement intérieur du Barreau de Paris](#)
- [France: Réglement Intérieur National de la profession d'avocat - RIN](#)

If the Firm receives credible evidence that an applicable rule of professional conduct or law has been violated, the Firm will consider whether, under all of the relevant circumstances, it has an obligation (i) to report to an appropriate authority and (ii) to take appropriate measures to ensure the violation does not recur.

Compliance with SRA Code of Conduct 2011

The SRA Code of Conduct 2011 (the “**Code**”) forms part of the SRA Handbook (the “**SRA Handbook**”). The SRA Handbook sets out the standards and requirements that the “regulated community” is expected to achieve and observe for the benefit of clients and in the public interest. The Code applies to all those regulated by the Solicitors Regulation Authority (the “**SRA**”), whether they be individuals or entities (such as Davis Polk & Wardwell London LLP) and their managers and employees. The Code applies in relation to all areas of practice.

A link to the Code and the SRA Handbook can be found here: <http://www.sra.org.uk/solicitors/handbook/welcome.page>

This policy is part of the **Lawyers' Handbook**.

1.21 Gifts to Government Officials

Various U.S. and foreign laws prohibit or limit the giving of gifts to government officials and the acceptance of gifts by government officials.

To ensure that Davis Polk complies with these laws, Firm policy requires that all partners and employees obtain approval prior to giving any gift (regardless of value) to a government official. This policy applies both to gifts paid for by the Firm as well as to gifts that are paid for personally if given in connection with Firm business.

In addition, no partner or employee should take any action intended to cause a government official to violate any rules limiting or prohibiting the acceptance of gifts.

For purposes of this policy, a gift is anything with monetary value including any gratuity, favor, discount, entertainment, hospitality, or gift of service, training, transportation, lodging or meals, whether provided in kind, by purchase of a ticket, payment in advance or reimbursement after the expense has been incurred. (Political contributions, which are subject to restrictions under campaign finance laws, are not generally considered gifts.)

Government officials covered under this policy include elected and appointed officials at all levels of government, officers and employees of a government or government controlled entity or instrumentality or of any public international organization or any political party or official thereof or candidates for political office.

Requests for approval of a gift for a government official or questions about this policy should be directed to the firm's General Counsel or Deputy General Counsel.

This policy is part of the **Lawyers' Handbook**.

1.22 Gratuities

While the Firm encourages appropriate tipping, the Firm also feels tipping above 20% is considered excessive, especially when charging a client. The firm will only reimburse tipping expenses up to 20%.

This policy is part of the **Lawyers' Handbook**.

1.23 Holding Client Funds

From time to time the firm is asked by clients to hold funds, including for example in connection with transactional escrows and settlement payments. While usually the requested arrangement is expected to be of very short duration, these funds sometimes remain in our client account for several years. Taking custody of client funds, regardless how briefly, creates risk to the Firm and imposes an administrative burden. Therefore, holding client funds (other than, where applicable, retainers), regardless of duration, is prohibited. Any deviation from this policy must be approved by the Management Committee.

This policy is part of the **Lawyers' Handbook**.

1.24 Hosting Political Leaders

Individual Davis Polk lawyers and staff may wish to host political leaders at the firm's offices on occasion in order to hear these leaders' perspectives on important public policy issues and facilitate our attorneys' professional development. In accordance with its long-standing practice, Davis Polk may permit lawyers and staff to host an appearance by a political leader at a firm office or facility, subject to prior approval by the Management Committee and to the condition that the individual may appear only in order to present his or her public policy views to our attorneys, staff and others. No fundraisers are permitted, and there can be no solicitation of campaign contributions or votes through firm channels before, during or after any such appearance. Davis Polk attorneys and staff who wish to host a political leader in a firm office or facility must confirm that no publicity by the political leader regarding the event is inconsistent with this policy. Determinations by the Management Committee regarding any particular event's approval will be made on a case-by-case basis.

This policy is part of the **Lawyers' Handbook**.

1.25 Internet / Social Media Policy

This policy addresses the use of Web resources by all attorneys and employees of the Firm when participating in online activities whether on behalf of the Firm or for personal use. Exceptions to the policy may be made by the Management Committee.

Introduction

Davis Polk believes that social media and technology can enhance business development activities and support the development of professional relationships. We also recognize that many of you engage in online activities through various professional and personal social media channels, including, without limitation, blogs, social websites and mobile networks.

While we desire to support online communities and activities for business and professional purposes, we also have legal and ethical responsibilities and concerns, including with respect to the privacy, confidentiality and legal interests of the Firm and our clients. Online activities, all of which are trackable and traceable, can create risks for the Firm.

Scope

This policy applies to two types of Internet activities engaged in by the Firm's US-based personnel.

The first is Firm-related activity. Online activity is Firm-related if the online communication:

- a. Is done by Firm attorneys identifying themselves as attorneys for business development with respect to the services of an attorney or the Firm more generally; or
- b. Is done by Firm attorneys identifying themselves as attorneys when providing legal commentary or analysis accessible by persons other than clients; or
- c. Is done by non-attorney Firm agents or employees designated by the Firm to speak on behalf of the Firm in social media or other Internet forums.

Firm-related activity and the communications related thereto may be created, maintained or engaged in at Davis Polk.

The second is Personal Online activity. Online activity is personal if it does not meet the definition of Firm-related activity. Personal Online activity may not be engaged in if it could interfere with job responsibilities and client and Firm commitments. Be conscious when mixing your business and personal lives. The Firm respects your right to engage in Personal Online activity, but you must remember that clients, colleagues and others often have access to the personal online content you post. Additionally, some of our clients, colleagues and others may not wish to have information about them, or pictures of them, posted in ways that leave that information accessible to others.

Responsibility for Online Activities

Davis Polk considers you personally responsible and legally liable for all online activity that you conduct. Legal action can be pursued against you for online commentary deemed to be defamatory, obscene, proprietary to, or owned by, others, or libelous to Davis Polk, its clients, or any other person or entity. If you refer during any Personal Online activity to Davis Polk's name, domain name, email address, or other contact information, or associate yourself in any other manner with the Firm, this may imply that you are acting on the Firm's behalf. Where your connection to the Firm is express, apparent or implied during any Personal Online activity, you should make it clear that you are speaking for yourself and not on behalf of the Firm. In those circumstances, you may want to include this disclaimer: "The views expressed on this [blog; website; post; page] are my own and do not reflect the views of my employer." Consider adding this language in an "About me" section of your blog or social networking profile. It is important that you accurately identify yourself when using social media platforms for Personal Online activity.

Proprietary and Confidential Firm and Client Information

You have a broad obligation to protect client and Firm confidences in both Firm-related Online activity and Personal Online activity. This includes a duty to protect client information, even when that information is otherwise publicly available. Under no circumstances should you use or disclose, directly or indirectly, client-related information - including the fact that Davis Polk represents a client- or otherwise post other Davis Polk confidences or confidential internal communications online without express permission. Sharing this type of information can result in legal action against you, the Firm, and/or the client. If there is any doubt in your mind as to what is proprietary and confidential information, do not post the information.

Providing Commentary

Before discussing any specific legal matter or topic online, you should determine whether Davis Polk has any involvement in that matter or any related matter. Therefore, before (a) answering any law-related question or (b) writing about a law-related news story, decided case, or other matter, please request a conflict check. While this will apply primarily to Firm attorneys, it also applies to any Firm employee that may wish to discuss legal matters online. Likewise, a conflict check should also be run before posting comments on stories or posts others have authored. If Davis Polk has some involvement, you are prohibited from commenting. Davis Polk strictly prohibits providing legal advice through or based solely on an online post to someone not otherwise a client, and Davis Polk notes that communications with clients conveying legal advice should not occur through any open, public, nonsecure online media or tool.

Recommendations for Davis Polk Colleagues

Posting recommendations of colleagues is a tool of professional social networking sites. The recommendations and comments you post about other current and former Firm attorneys or employees can have consequences, even if you are making the recommendations personally and not on behalf of the Firm. Therefore, we ask that you clear all potential recommendations and comments with the head of the Firm's Personnel Committee, as to attorneys, and with the head of Human Resources, as to anyone else who is currently associated with the Firm or has been associated with the Firm in the past.

Online Media Inquiries

If you are contacted directly by a journalist regarding issues relating to matters or clients of the Firm, please consult the Firm policy on Communications with the Press.

Respect the Privacy of Clients and Colleagues

Posting a picture, or video, of a Firm client or Firm employee or any other person through any type of social media or network is strictly prohibited without her or his consent. Indeed, it is a violation of this policy to identify any person or entity as a Firm client without his or her or its consent.

Blogging

If you create or otherwise maintain a personal blog that discusses legal topics, you must disclose the blog and related activity and notify the Firm's Director of Business Development. In addition, if you contribute to a blog or another online forum that discusses legal topics, use of the following Firm-approved disclaimer is a requirement:

The content of this communication is intended to provide information on recent legal developments. Your use of this information does not create or continue an attorney-client relationship, nor should the information herein be construed as legal advice. This communication may constitute "Attorney Advertising" under the New York Rules of Professional Conduct and under the law of other jurisdictions.

All blogging or other online publication must also comply with all other Firm policies, including but not limited to the "Providing Commentary" directions stated above as well as those concerning Client and Firm Confidences, General Ethical Considerations, Nondiscrimination and Professional Conduct, and Writing Books, Papers and Articles.

Best Practices for Social Media Behavior

These Best Practices Are an Integral Part of This Policy.

1. **Be clear about who you are personally and professionally.** We encourage you to build a reputation of trust online among your clients, colleagues and the public. Speak in the first person when posting online and always use your real name. Never create an alias or pseudonym, and never be anonymous. When participating on personal social networks and communicating content that may be work-related, you must clearly and unambiguously disclose that your views are personal and do not represent those of Davis Polk.
2. **Follow the rules in other Davis Polk policies.** Many of the rules contained in the Firm's other policies also apply to employee behavior on social networking sites and other public online forums. You are responsible for being aware of, and complying with, all the Firm's policies.
3. **Obey the law and guidelines.** Don't post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations. Always follow the specific terms and conditions and guidelines established by each website and blog.
4. **Never be false or misleading in your online credentials.** Attorneys and other professional staff members MUST maintain complete accuracy in all of their online bios and ensure there is no embellishment.
5. **Credit appropriately.** Identify all copyrighted or borrowed material with citations and links. When publishing any material online that includes another's direct or paraphrased quotes, thoughts, ideas, photos, or videos, always give credit to the original material or author, where applicable, and make sure that you have the right to use such material with attribution.
6. **Fact-check / spell-check your posts.** Always evaluate your contribution's accuracy and truthfulness. Before posting any online material, ensure that the material is accurate, truthful, and without factual error. Spell-check and grammar-check everything. Content never disappears entirely once it has been posted.
7. **Be the first to respond to your own mistakes.** If you make an error by posting something that contains incorrect information, confidential information or creates a conflict or other ethical issue for the Firm, be upfront about the issue. If you are a Firm attorney, quickly bring it to the attention of the Firm's General Counsel or a member of the Firm's Management Committee. If you are a nonattorney staff member, quickly bring it to the attention of your immediate superior or the head of Human Resources. The Firm will then provide you guidance and counsel as to how to address and respond to the mistake.
8. **Consider your audience.** Remember that your audience may include current clients and potential clients, as well as current/past/future employees. Consider that before you publish and avoid comments and posts that alienate any of those groups.
9. **Be thoughtful and constructive.** When posting to a blog or other online network, bear in mind that your posts are a reflection of who you are both professionally and personally. Keep the tone of your comments thoughtful, respectful and constructive. Avoid any communications that could result in personal, professional, or credibility attacks on you, Davis Polk's services, its clients, employees and others, including competitors.
10. **Time management.** Make sure that your online activities do not interfere with your job responsibilities and commitments to the Firm and its clients.

Interpretation and Application of This Policy

This policy will not be interpreted or applied in any manner that would violate any employee's legal rights under law applicable in the jurisdiction in which the employee works for the Firm.

Questions About This Policy

If you have any questions about this Policy or its application, or believe application of the policy to certain circumstances is not appropriate, please contact the Firm's General Counsel to discuss such issues.

Procedure for Policy Violations

If your online activity is seen as compromising Davis Polk, or violating this Davis Polk Internet/Social Media Policy, we may request a cessation of such activity, and you may be subject to disciplinary action including, but not limited to, termination from your position at Davis Polk.

This policy is part of the **Lawyers' Handbook**.

1.26 Jury Duty

Several years ago, New York State eliminated the statute that excused attorneys from jury duty in the New York State courts. In the New York federal courts, the SDNY does not excuse attorneys from jury duty; the EDNY does.

You can get your jury service postponed to a more convenient time. You cannot get excused from jury duty altogether absent some unique circumstances (e.g. -- you do not live in the jurisdiction that has summoned you or you are not a U.S. citizen).

If you have received a jury summons from a New York State court and have not sought a previous postponement, you can obtain an automatic postponement via the phone number on the jury summons or on-line. You can postpone jury duty by mail in the federal courts in the SDNY and EDNY.

If you need assistance seeking a postponement or should be excused from jury duty, the Managing Attorney's Office may be able to help. If you are seeking a postponement, bring your summons and a date when you can serve to Jennifer Candelario or Larry Jacobs in the Managing Attorney's Office. If you should be excused from jury duty, we can discuss what you will need to provide the court. If you have additional questions about procedures, you can speak with Jennifer Candelario or Larry Jacobs.

For more information, these are helpful web sites.

- For general New York State juror information, instructions on how to request a postponement on-line, and links to information for specific counties: <http://www.nyjuror.gov/>
- For the federal courts in Manhattan and White Plains, the SDNY's website for jurors contains answers to frequently asked questions: <http://www.nysd.uscourts.gov/jury.php>
- For the federal courts in Brooklyn and on Long Island, the EDNY's juror website is http://www.nyed.uscourts.gov/Jury_Service/jury_service.html

One last word of advice -- after you serve, keep your certificate of service. Depending on the court, you are excused from further jury service in New York for two to six years.

1.27 Leaves of Absence

- [Accrued Sick and Safe Leave Act \(ASSLA\) for DC Employees](#)
- [Bereavement Leave](#)
- [Family and Medical Leave](#)
(Links to Benefits Handbook)
- [Jury Duty](#)
- [Medical Leave](#)
(Links to Benefits Handbook)
- [Military Leave](#)
- [Parental Leave / Primary Caregiver Leave](#)

Accrued Sick and Safe Leave Act (ASSLA) for DC Employees

ASSLA was enacted on November 13, 2008. Under this law, after one year of employment, employees are entitled to paid sick leave for up to 7 days per calendar year. At least 1 hour of paid leave for every 37 hours worked is accrued, up to a maximum of 7 days per calendar year. Sick leave is defined as an employee's own illness, injury or medical condition, an employee's own professional medical diagnosis or care, or preventive medical care, an employee's care of a child, parent, spouse, domestic partner, or any other family member's illness, injury, medical condition, diagnosis or preventive medical care or certain absences directly relating to social or legal services resulting from stalking, domestic violence, or sexual abuse of the employee or the employee's family member. Unused ASSLA days carry forward to future years, however, no more than 7 days can be used towards ASSLA in any calendar year. Certification is required for an employee's own illness, injury or medical condition. Please contact the Human Resources Dept. for more information.

Bereavement Leave

A paid one-week leave of absence is granted to employees who experience a death in their immediate family. The immediate family includes spouse, parents or legal guardians, sisters, brothers and children. Special circumstances, if any, should be discussed with your supervisor or manager.

Jury Duty

Several years ago, New York State eliminated the statute that exempted attorneys and certain other professionals from jury duty. This means that all New Yorkers (and many former New Yorkers) will at some point be called for jury duty. The odds are good that you will be called at a time that is inconvenient for you. This is where the Managing Attorney's Office can assist you.

We can get your jury service postponed to a more convenient time or temporarily excused. We cannot get you out of jury duty altogether absent some unique circumstances (e.g. -- you do not live in the jurisdiction that has summoned you, you are not a U.S. citizen, or you are a convicted felon).

If you have received a jury summons and have not sought a previous postponement, you probably do not need the Managing Attorney's Office's help. There should be a phone number on the summons that you can call for a postponement. If you are seeking an additional postponement or should be excused from duty, we can help with that.

Bring your requests (and your summonses) to Jennifer Candelario in the Managing Attorney's Office. If you have questions about procedures you can speak with Jennifer, Larry Jacobs or Charmaine Clarke.

For more information, these are helpful web sites.

- For general New York State juror information and links to information for specific counties: <http://www.nyjuror.com/>
- For information about New York County jury service: <http://www.nyjuror.com/newyork.html>
- For the New York County Jury Commissioner's web site (with answers to frequently asked questions about state court jury service in Manhattan): <http://www.nyjuror.com/nyhome.html>
- For the federal courts in Manhattan and White Plains, the SDNY's website for jurors is very helpful and contains answers to frequently asked questions: <http://www.nysd.uscourts.gov/juryduty.htm>
- For the federal courts in Brooklyn and on Long Island, the EDNY's juror website is similarly helpful: http://www.nyed.uscourts.gov/Jury_Service/jury_service.html

One last word of advice -- after you serve, keep your certificate of service. Depending on the court, you are excused from further jury service for two or four years after you have served.

Military Leave

If you are an active member of a reserve unit of the Armed Forces, you may be granted a two-week leave of absence to attend special schools or training. If your military pay is less than your salary, you will be paid the difference, provided that you submit to your manager a written statement of your military pay, signed by your Military Finance Officer upon returning to work.

Parental Leave / Primary Caregiver Leave

Parental Leave

All lawyers may take up to four weeks of paid Parental Leave following the birth, adoption or placement with the lawyer for foster care of a child. If a lawyer gives birth to a child, Parental Leave will become available after all paid leave in connection with the Firm's Short Term Disability has been exhausted. Parental leave must be taken within the first six months of the birth or adoption. It is expected that all leave taken in connection with the birth or adoption of a child (disability, parental and primary caregiver leave) will be taken consecutively, as one block of time out of the office.

After the lawyer has utilized his or her Parental Leave, he or she may also be eligible for up to six additional weeks of paid leave under the Firm's Primary Caregiver Leave policy (please see that policy for additional details). In addition, or in the alternative, accrued vacation from the year in which the birth or placement occurs, as well as any approved carryover vacation from the previous year may be used to extend one's paid leave. Finally, subject to approval, a reasonable period of additional unpaid leave may be taken at the lawyer's option.

For example, a DPW lawyer who gives birth and acts as the primary caregiver for her infant would be eligible for the following paid time off:

$$8 \text{ weeks disability/maternity leave} + 4 \text{ weeks Parental Leave} + 6 \text{ weeks Primary Caregiver Leave} = 18 \text{ weeks}$$

Note that paid time off prior to the birth of a child is determined by the individual's doctor. In general, most expectant lawyers take one to two weeks of paid leave immediately prior to delivery. Whether the leave starts on the date of delivery or on a date prior to delivery, it is subject to the standard documentation required for a short-term disability leave. This time is not counted towards the 18 weeks of disability/maternity, Parental Leave and Primary Caregiver Leave.

Any leave taken under the Parental Leave Policy will count towards the twelve weeks available under the Family Medical Leave Act.

Primary Caregiver Leave

In addition to any paid leave available to parents pursuant to DP&W's Short Term Disability ("STD") Policy and/or Parental Leave Policy, if a lawyer will serve as the primary caregiver to a newborn or newly adopted child, the lawyer is entitled to up to an additional six weeks of paid leave pursuant to DP&W's Primary Caregiver Leave Policy. As a result, certain parents may be eligible for up to eighteen weeks of paid leave. Primary Caregiver Leave must be taken within the first 6 months of the birth or adoption.

In order to be considered the "primary caregiver," the lawyer must be the parent who provides the primary day-to-day care for the child during the Primary Caregiver Leave.

If two DP&W lawyers are the parents of the same child, and both parents serve at different times as the child's primary caregiver, six total weeks of Primary Caregiver Leave will be provided. Such time may be split between the two primary caregivers.

Accrued vacation from the year in which the birth or placement occurs, as well as approved carryover vacation, may be used to extend a lawyer's paid leave. In addition, a reasonable period of additional unpaid leave may be taken at the lawyer's option, with DPW approval. Vacation continues to accrue during paid short-term disability leave and Parental Leave; it does not accrue during Primary Caregiver Leave.

Leave taken pursuant to this Primary Caregiver Leave policy will count towards the lawyer's Family and Medical Leave allocation, to the extent the lawyer has not exhausted his/her allocation at the time of the Primary Caregiver Leave.

1.28 Lexis and Westlaw Folders

"Westlaw Next" and "Lexis Advance" give lawyers the opportunity to place retrieved cases into folders that can be shared among team members. The services also allow lawyers to make "sticky note" annotations to the foldered documents.

While the Firm recognizes the potential usefulness of lawyers being able to share retrieved cases and comments, the Westlaw and Lexis folders reside on servers outside of the Davis Polk firewall and outside of Davis Polk's control. Accordingly, those folders are not an appropriate place for annotations reflecting work product or attorney impressions, and lawyers should NOT place annotations or comments in those folders. To restate:

It is Davis Polk policy that no "sticky note" or other annotations be added to any document in a Westlaw Next or Lexis Advance Folder.

If you have any questions on this policy, please contact the General Counsel.

This policy is part of the **Lawyers' Handbook**.

1.29 Meals

If you are kept at the office through the dinner hour by client or Firm work, or if you are working in the office at lunch and/or dinner time on weekends or major holidays, you may be reimbursed for reasonable meal expenses. You may be reimbursed for lunches during the week (or charge them in the Cafeteria) only when you are with clients or others not from DP&W who are working with you.

Meals should be charged to a client only when doing so is consistent with the client's guidelines and expectations. Please keep in mind that clients are likely to question charges inconsistent with their guidelines and expectations.

In the absence of any client guidance, the Firm would view as reasonable in the ordinary course and when clients are not present a reimbursement request for up to \$25 (note that Cafeteria charges for a full meal typically run less than \$15) for dinner on a working weekday of at least ten billable hours ending after 8:30 pm. Reimbursement for a single meal on a weekend or major holiday will be approved provided you have billed at least four hours. In the event that you work an entire weekend day or major holiday and bill at least seven hours, reimbursement of two meals will be approved.

Please note that SeamlessWeb, the premier on-line meal ordering system, is available at Davis Polk. Lawyers are able to order dinner on weeknights or lunch or dinner on weekends and holidays from one of the more than 250 participating Manhattan restaurants. At www.seamlessweb.com you can peruse menus, create an on-line food order, enter the appropriate client/matter number and electronically transmit the order to the restaurant. The restaurant will confirm your order and the delivery time via return e-mail. Deliveries will be made to the reception desk in the ground floor lobby and diners will be called to pick up their orders. You will be receiving a welcome e-mail from SeamlessWeb advising you of your username and password. You might consider changing your password after logging on for the first time but you should not use your Davis Polk password. Click the "My Account" button on the SeamlessWeb home page to access your profile and change your password. Although SeamlessWeb should not be used to order meals during regular business hours, there may be occasions when its catering service may be of interest. Please speak with Chris Farrell, before ordering during those hours.

Should you have any questions or comments regarding SeamlessWeb, please feel free to call Chris Farrell, or Jill Sterner, ext. 4-4613.

This policy is part of the **Lawyers' Handbook**.

1.30 Non-Discrimination, Nonharassment & Professional Conduct

- [Statement of Firm Policy](#)
- [Introduction](#)
- [Individuals Covered Under this Policy](#)
- [Complaint Procedure](#)
- [Consenting Relationships](#)
- [Conclusion](#)

Statement of Firm Policy

Davis Polk & Wardwell is committed to maintaining an environment free from discriminatory behavior or harassment on the basis of sex, race, color, religion, national origin, age, disability, military or veteran status, sexual orientation, gender identity, gender expression or any other basis prohibited by applicable federal, state or local law. Everyone at the firm must be treated with and treat others with, professionalism and respect. The firm has a zero tolerance policy with respect to behavior and language that is discriminatory or harassing.

Introduction

Discrimination is treating someone less well as to the terms and conditions of their employment for certain legally protected reasons as outlined above and is unlawful. Harassment is a specific form of discrimination. Harassment is unwelcome behavior based upon those protected categories or reasons.

Sexual harassment is one form of harassment and is prohibited under federal, state and local laws. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

It is essential to understand that sexual harassment may include a range of subtle and not so subtle behaviors, and may involve verbal, visual or physical conduct of a sexual nature. (Note 1) Such behavior is unacceptable at the workplace and in any work-related setting outside the workplace such as during business trips, court appearances and business-related social events.

Individuals Covered Under this Policy

This policy is for the benefit of all lawyers and employees, including any temporary employees, of the Firm, whether related to conduct engaged in by fellow lawyers or employees or persons not directly connected to the Firm (for example, a client, opposing counsel, outside vendor or consultant).

Complaint Procedure

The Firm strongly recommends the prompt reporting of all perceived incidents of discriminatory behavior or harassment on the basis of sex, race, color, religion, national origin, age, disability, military or veteran status, sexual orientation, gender identity, gender expression or any other basis prohibited by federal, state or local law, regardless of the offender's identity or position. Lawyers who believe they have been subjected to such prohibited conduct or who believe that they have witnessed such prohibited conduct or any other behavior inappropriate to the workplace should discuss their concerns immediately with:

- the Executive Director-Personnel, Sharon Crane, or Director of Human Resources, Jill Stern
- their practice group coordinator or head of their office,
- the head of the Personnel Committee, Kathleen Ferrell
- the head of the Administration Committee, Joe Hadley
- the firm's General Counsel or Deputy General Counsel, or
- any member of the Firm's Management Committee.

Office telephone extensions, office locations and e-mail addresses for the individuals listed above can be found in the Firm's Office Directory and also in the Firm's 411 computer program.

The Firm encourages the prompt reporting of complaints of inappropriate or offensive conduct so that rapid and constructive action can be taken before the conduct becomes severe or pervasive. Early reporting and intervention is often the most effective method of resolving actual or perceived incidents of prohibited conduct. This policy applies to all incidents of alleged harassment, including those which occur off-premises, or off-hours, where the alleged offender is a supervisor, co-worker or even a non-employee with whom the employee is involved, directly or indirectly, in a business or potential business relationship on behalf of the Firm.

In addition, the Firm encourages individuals who believe they are being subjected to discriminatory behavior or harassment (including without limitation sexual harassment) promptly to advise the offender that his or her behavior is unwelcome and request that it be discontinued. The Firm recognizes, however, that it is not necessary for an individual to talk directly to an offender if that individual feels uncomfortable doing so.

Complaints of inappropriate conduct will be investigated promptly. The Firm recognizes that individuals may wish knowledge of their report, or the conduct they are reporting to be as limited as possible. The Firm will seek to maintain confidentiality of the reported conduct and investigation to the extent possible and appropriate under the circumstances.

The Firm prohibits any form of retaliation against any individual who reports what she or he believes to be a bona fide complaint under this policy or who assists in the investigation of a report of a complaint.

Misconduct constituting discrimination or harassment based on sex, race, color, religion, national origin, age, disability, military or veteran status, sexual orientation, gender identity, gender expression or any other basis prohibited by federal, state or local law will be dealt with by the Firm in the manner that the Firm determines is appropriate. Responsive action could include disciplinary action, up to and including termination of employment.

Consenting Relationships

The Firm recognizes that, from time to time, consenting relationships may develop between persons who work at the Firm. It is essential to understand, however, that a consenting relationship between persons of equal or unequal status at the same workplace may lead to unforeseen complications given the nature of the employment relationship. Therefore, each Davis Polk lawyer and staff member should be aware of the possible risks of even an apparently consensual relationship. The Firm expects its lawyers and staff members to be sensitive to such risks, and may reassign the reporting functions or other roles of those involved - or take other actions it deems appropriate - to avoid problems in this regard.

Where, in particular, the relationship involves a partner, administrative manager or administrative supervisor, on the one hand, and a less-senior or lower-level employee, on the other, such a relationship may give rise to an actual or apparent conflict of interest, or a perception of favoritism. Given this and other concerns, the Firm strongly discourages relationships between a partner, administrative manager or administrative supervisor and a less-senior or lower-level employee, and requires the more senior person (and encourages, but does not require, the more junior person) in such a relationship to report its existence to a Contact Person. When made aware of such a relationship, the Firm may take action it deems appropriate.

Conclusion

The Firm has developed this policy to ensure that all individuals at the Firm can work in an environment free from discriminatory behavior or harassment on the basis of sex, race, color, religion, national origin, age, disability, military or veteran status, sexual orientation, gender identity, gender expression or any other basis prohibited by federal, state or local law. Any individual who has any questions or concerns about this policy is encouraged to talk with one of the persons identified in the Complaint Procedure.

(Note 1) Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually-suggestive touching.
- Grabbing, groping, kissing, fondling.
- Violating someone's "personal space".
- Lewd, off-color, sexually oriented comments or jokes.
- Foul or obscene language.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.
- Offensive e-mail or voice-mail messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.

- Questions about one's sex life or experiences.
- Repeated requests for dates.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Any other conduct or behavior deemed inappropriate by the Firm.

This policy is part of the **Lawyers' Handbook**.

1.31 Parental Leave / Primary Caregiver Leave

Parental Leave

All lawyers may take up to four weeks of paid Parental Leave following the birth, adoption or placement with the lawyer for foster care of a child. If a lawyer gives birth to a child, Parental Leave will become available after all paid leave in connection with the Firm's Short Term Disability has been exhausted. Parental leave must be taken within the first six months of the birth or adoption. It is expected that all leave taken in connection with the birth or adoption of a child (disability, parental and primary caregiver leave) will be taken consecutively, as one block of time out of the office.

After the lawyer has utilized his or her Parental Leave, he or she may also be eligible for up to six additional weeks of paid leave under the Firm's Primary Caregiver Leave policy (please see that policy for additional details). In addition, or in the alternative, accrued vacation from the year in which the birth or placement occurs, as well as any approved carryover vacation from the previous year may be used to extend one's paid leave. Finally, subject to approval, a reasonable period of additional unpaid leave may be taken at the lawyer's option.

For example, a DPW lawyer who gives birth and acts as the primary caregiver for her infant would be eligible for the following paid time off:

$$8 \text{ weeks disability/maternity leave} + 4 \text{ weeks Parental Leave} + 6 \text{ weeks Primary Caregiver Leave} = 18 \text{ weeks}$$

Note that paid time off prior to the birth of a child is determined by the individual's doctor. In general, most expectant lawyers take one to two weeks of paid leave immediately prior to delivery. Whether the leave starts on the date of delivery or on a date prior to delivery, it is subject to the standard documentation required for a short-term disability leave. This time is not counted towards the 18 weeks of disability/maternity, Parental Leave and Primary Caregiver Leave.

Any leave taken under the Parental Leave Policy will count towards the twelve weeks available under the Family Medical Leave Act.

Primary Caregiver Leave

In addition to any paid leave available to parents pursuant to DP&W's Short Term Disability ("STD") Policy and/or Parental Leave Policy, if a lawyer will serve as the primary caregiver to a newborn or newly adopted child, the lawyer is entitled to up to an additional six weeks of paid leave pursuant to DP&W's Primary Caregiver Leave Policy. As a result, certain parents may be eligible for up to eighteen weeks of paid leave. Primary Caregiver Leave must be taken within the first 6 months of the birth or adoption.

In order to be considered the "primary caregiver," the lawyer must be the parent who provides the primary day-to-day care for the child during the Primary Caregiver Leave.

If two DP&W lawyers are the parents of the same child, and both parents serve at different times as the child's primary caregiver, six total weeks of Primary Caregiver Leave will be provided. Such time may be split between the two primary caregivers.

Accrued vacation from the year in which the birth or placement occurs, as well as approved carryover vacation, may be used to extend a lawyer's paid leave. In addition, a reasonable period of additional unpaid leave may be taken at the lawyer's option, with DPW approval. Vacation continues to accrue during paid short-term disability leave and Parental Leave; it does not accrue during Primary Caregiver Leave.

Leave taken pursuant to this Primary Caregiver Leave policy will count towards the lawyer's Family and Medical Leave allocation, to the extent the lawyer has not exhausted his/her allocation at the time of the Primary Caregiver Leave.

This policy is part of the **Lawyers' Handbook**.

1.32 Personal Legal Advice

While Davis Polk does not generally practice in legal areas in which issues frequently arise for individuals, such as personal injury, landlord-tenant, or matrimonial law, the Firm is often able to refer you to outside lawyers who practice in the relevant field.

In certain extraordinary and very limited circumstances, the Firm may decide to represent an employee and provide direct legal advice and services. In such a case, fees are not normally charged; however, out-of-pocket expenses must be reimbursed to the Firm. If you feel that you need legal advice or services from the Firm on a personal matter, you should discuss this matter initially with your supervisor, manager or office administrator (for general staff and legal assistants) or with a partner (for lawyers). If the manager or partner concurs with your request, he or she must then seek approval from the Management Committee and, if granted, follow the same procedures as any other new matter at the Firm.

See also [Pro Se and Other Non-Firm Matters](#)

This policy is part of the **Lawyers' Handbook**.

1.33 Privacy

Davis Polk & Wardwell LLP's Commitment to Your Privacy

Davis Polk & Wardwell LLP and its associated entities (collectively **Davis Polk**, or the **Firm**) are committed to protecting your privacy and that of your business and employees, while providing you with the opportunity to receive our services.

This privacy policy (**Privacy Policy**) describes the ways in which we collect information from you, including specifically when you use our website (the **Website**), and what we may use it for. This Privacy Policy also applies to our collection and use of information which we collect from you in the normal course of business. This Privacy Policy is at all times subject to any applicable local law requirements. This Privacy Policy may be amended by us at any time. Please check the Website periodically to inform yourself of any changes..

If you have any questions, complaints or need further information about our privacy practices, please contact **Leo Borchardt**, our Data Protection Partner, at leo.borchardt@davispolk.com.

If you have any questions or comments regarding this Privacy Policy, the Disclaimer or the processing of your Personal Information by Davis Polk, please follow the links for location specific contacts:

- Brazil: please contact **Ieda Correia** at ieda.correia@davispolk.com
- France: please contact **Pascale Foucherot** at pascale.foucherot@davispolk.com
- Hong Kong: please contact **Stephen Lable** at stephen.lable@davispolk.com
- Japan: please contact **Kei Imai** at kei.imai@davispolk.com
- People's Republic of China (excluding Hong Kong): please contact **Chris Yao** at ying.yao@davispolk.com
- Spain: please contact **Olga Fouce** at olga.fouce@davispolk.com
- United Kingdom: please contact **Gill Baxter** at gill.baxter@davispolk.com

What Data Do We Collect from You?

We collect information or data from you in various ways, including specifically through your use of the Website:

- during the course of your use of the Website (this will include any and all material you send or upload either to the Website or to any email address provided on the Website);
- by our use of "Cookies" (see below); and
- information which you provide to us and when we request further information from you from time to time.

Much of this data comprises business information. Some of that data may inevitably comprise your personal information (including sensitive personal information, subject to applicable local law) (**Personal Information**). We are obliged by law to comply with certain obligations with regard to the Personal Information that we receive from you. This Privacy Policy describes how we fulfill our obligations under those data protection laws. This Privacy Policy is in accordance with the Data Protection Directive 95/46/EC and the respective national Data Protection Acts implementing the Directive. It also complies with the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong.

Davis Polk endeavors to ensure that Personal Information is kept as current as possible and that irrelevant, excessive or out of date Personal Information is updated or deleted. However, some Personal Information may be retained for varying time periods in order to comply with legal and regulatory obligations and for other legitimate business reasons.

Our Use of Personal Information

We may collect and use data collected from you (however collected), including any Personal Information, for the following purposes:

- administration of the Website;
- to process your requests and answer your inquiries;
- the continuation of Davis Polk's business and the provision of legal services;
- provision of information regarding our Firm and Davis Polk offices, and on the services, seminars, publications, the Firm's marketing information, and all other information and/or materials offered by our Firm;
- sending of newsletters, legal updates, and all other information and/or materials offered by our Firm;
- consolidation of information relating to our clients and vendors among Davis Polk offices; and
- matters incidental to the purposes of use set out above, where permitted by applicable local law.

You may use the Website without providing us with your Personal Information. However, some features on the Website allow you to provide us voluntarily with Personal Information. All practicable steps will be taken to ensure that individuals are informed as to whether the supply/collection of the Personal Information (including sensitive Personal Information, subject to applicable local law) is obligatory or voluntary and where the supply of that Personal Information is obligatory for some specified purpose, the individual will be informed of the consequences of failure to supply that Personal Information. The supply/collection of Personal Information is voluntary for using the Website except when subscribing to newsletters and for reviewing webcasts. In order to view webcasts, the following information must be provided: first name, last name, email address, company name and title. In addition to the data that is required to be provided in order to view a webcast, requestors may voluntarily supply their address and telephone data when subscribing to a newsletter. If the required data is not supplied, the newsletter and/or webcast will not be made available to the requestor.

We are an international law firm, and we may disclose and transfer data, including your Personal Information, relating to you to other Davis Polk offices (a link to all Davis Polk offices is available at <http://www.davispolk.com/offices>), and all Davis Polk offices may hold, process, use, and disclose and transfer to other Davis Polk offices such Personal Information for purposes set out in this Privacy Policy.

Personal Information may be shared with other non-affiliated third parties (where such third party entity (and/or its successors and assigns) is performing certain services on behalf of Davis Polk, pursuant to its direction or as directed or consented by the individual) such as auditors, technical service providers or other service providers that require the processing of Personal Information, for the specified purposes as set out in this Policy, as may be permitted or required by law, as provided for by any contractual arrangement, and/or in connection with Davis Polk's business and its operations (including where disclosure is necessary in order to facilitate the conduct of a specific matter including transactions/cases). In such circumstances, we will inform or notify you in advance of us disclosing your Personal Information to that third party, unless it is not possible to do so or would involve disproportionate effort and which might not be technically or commercially feasible in all the circumstances.

Marketing

If you have already registered to receive any materials from us, we may use your Personal Information in order to send you in electronic and/or paper form marketing and other materials relating to Davis Polk, its products and services and to update records held by us. If you are not already registered to receive

marketing information from us and wish to do so please click <http://www.davispolk.com/publications>. You may withdraw your consent to the receipt of marketing materials at any time and free of charge by sending an email to business.development@davispolk.com.

Recruitment

If you submit Personal Information (including, as permitted by applicable local law, sensitive Personal Information, other than in France and Spain) to us via the Careers section of the Website or to an email address specified in the Careers section for applying for a position at Davis Polk, we will process such Personal Information solely for the purposes of considering applications and recruitment (and for purposes of our administration and/or management if you commence work for Davis Polk), and not for marketing purposes. Sensitive Personal Information may, subject to local laws, include information as to your racial or ethnic origin, political opinions, religious, philosophical or similar beliefs, trade union membership, physical or mental health, sexuality, commission of criminal offenses and/or involvement in criminal proceedings.

Business Reorganization

Davis Polk may in the future reorganize or transfer all or part of its business which may result in the transfer of your Personal Information to new entities (which will be associated entities of Davis Polk) or third parties through which the whole or part of the business of Davis Polk will be carried out. If Davis Polk ceases to trade, or becomes insolvent, enters into receivership or any similar or equivalent event occurs, those acting on behalf of Davis Polk may sell the business or parts of it to a third party, in fulfillment of legal or business requirements. This may result in the transfer of your Personal Information to a third party through which the business or parts of it will be carried out.

Use of "Cookies"

We may also collect data that may include your Personal Information by sending "cookies" to your browser, which will store them in your computer in order to facilitate your browsing. All Davis Polk servers and computer systems are protected from outside intrusions. As a result, all data that may be collected about site viewers through the use of cookies will be protected from unauthorized access.

A cookie is a small chunk of information sent by our web server to the web browser software that you are using to access the Website. A cookie enables our web server to collect information from your web browser software. If you want to know more about cookies and how to disable them, please go to http://www.cookiecentral.com/c_concept.htm (an independent website). A cookie primarily stores information concerning your visits and preferences as to your browsing on the Website. This means your computer will be recognized by the site on your return to the Website, which in turn allows the server to make downloading of pages faster than on first viewing.

We also use cookies to identify users when they visit the Website, which enables us to build up a personalized profile of the users of the Website and to tailor the content to individual users of the Website. In addition, cookies may also be used by us to establish statistics about the use of the Website by Internet users by gathering and analyzing data such as most visited pages, time spent by users on each page, site performance, etc.

By collecting and using such data, we hope to improve the quality of the Website. We may provide anonymous statistics about our users and related usage information to reputable third parties, but these statistics will not enable any third party to identify individuals or individual businesses.

The data collected by our servers and/or through cookies that may be placed on your computer will not be kept for longer than is necessary to fulfill the purposes mentioned above. Cookies are automatically collected and if you do not wish to have this navigation data collected, we recommend that you do not use the Website. You can also set your browser to block the recording of cookies on your hard drive to minimize the amount of data that may be collected about your navigating on the Website. The procedure for blocking cookies may vary for different software products. Please check your Internet browser software or with your software supplier if you wish to block cookies. However, for optimal use of the Website, we recommend that you do not block the recording of cookies on your computer. Further information can be obtained from http://www.cookiecentral.com/c_concept.htm (an independent website).

Privacy of Electronic Communications

Please note that any electronic communication made between you and us, including via the Website, may not be secure and, unless you are already a client, may not be treated as privileged or confidential. While we welcome your inquiries, please do not send us any electronic communication that contains any confidential or sensitive Personal Information or data.

Transfer of Personal Information Outside the Local Jurisdiction

The Internet is a global environment and Davis Polk's headquarters are in the United States of America. In order to provide our services, we may need to transfer Personal Information to locations outside the local jurisdiction in which you are viewing the Website and process Personal Information outside that jurisdiction for the purposes set out above. The Davis Polk office which collects such Personal Information is the responsible party to administer and manage such Personal Information although it may transfer Personal Information to other offices as set out in this section. Please note that Personal Information sent to us or uploaded by you via the Website may therefore be controlled and processed by any of Davis Polk's offices, some of which are outside your local jurisdiction and specifically outside the European Economic Area (EEA). The location of our offices may change from time to time and we may establish offices in any number of countries or territories at any time, any one or more of which may act as controllers of and/or processors of such Personal Information. (A link to all current Davis Polk offices is available at <http://www.davispolk.com/offices>.)

Please be aware that the data protection and privacy laws in those jurisdictions may not provide for the same level of protection of your Personal Information as exists in your home country or in the EEA. To ensure a sufficient level of Personal Information protection, our Firm and its various offices have entered into an agreement containing the model clauses as recommended by the European Commission. For the purposes of our Paris office, the "CNIL" (*La Commission nationale de l'informatique et des libertés*) authorized the transfer of Personal Information pursuant to decision No. 2009-558 of September 24, 2009. For the purposes of our Madrid office, the AEPD authorized the transfer of Personal Information pursuant to decisions TI/00160/2009 and TI/00161/2009 of March 12, 2010. By accepting this Privacy Policy through your use of the Website, you hereby consent to such transfers, provided that they are limited to the purposes set out above.

Legal Requirements

While it is unlikely, we may be required to disclose your Personal Information by a court order or to comply with other legal requirements. We will use reasonable endeavors to notify you before we do so, unless we are legally restricted from so doing.

Davis Polk Does Not Sell or Exploit Personal Information Commercially Through Third Parties

We will not sell, rent, distribute or otherwise make Personal Information commercially available to any third party, except as described above, or except with your prior permission.

Access to and Correction of Personal Information

Subject to the provisions of local law from time to time, you may be entitled to one or more of the following rights: a right of access, a right to stop unauthorized transfer to a third party, and/or a right to correct and/or deletion of your Personal Information. Should you wish to discuss your entitlement to and/or exercise of any such rights, please contact our Data Protection Partner or the local contact listed above.

Acknowledgment

By continuing to use the Website and by providing any Personal Information (including any sensitive Personal Information) to us via any means (whether through the Website and/or the email addresses and/or any other contact mechanisms), you acknowledge that you have read and accept this Privacy Policy and you consent to our use of your Personal Information in accordance with this Policy and to the transfer of Personal Information to other locations in accordance with the "Transfer of Personal Information Outside the Local Jurisdiction" section (provided that they are in accordance with the purposes set out above). Please do not send us any Personal Information if you do not want that information to be used by us in the manner set out in this Privacy Policy or you do not consent to the transfer of this information to locations outside your jurisdiction (including, if applicable, outside the EEA).

This policy is part of the [Lawyers' Handbook](#).

1.34 Pro Se and Other Non-Firm Matters

Generally, Davis Polk lawyers should limit their legal work to Firm matters. The Firm recognizes that there are exceptional situations in which DP&W lawyers may wish to represent themselves or be represented by someone at the Firm, or may be asked to represent or advise friends, relatives, [Davis Polk personnel](#), or others on non-Firm matters. Approval of such work must be obtained from the Management Committee. The Firm's name may not be used in such matters without specific authorization from the Management Committee. Lawyers may not seek individual compensation. If the work is expected to be more than extremely minor, it must be described in a New Matter Memorandum and a client/matter number will be assigned. In all cases a conflicts search must be performed. Disbursements must be reimbursed to the Firm. The Firm does not prepare wills or do real estate closings for Firm lawyers.

See also [Personal Legal Advice](#)

This policy is part of the [Lawyers' Handbook](#).

1.35 Professional Liability Insurance Claims

It is the policy of the Firm that all claims* or *potential* claims with respect to our professional activities — including any circumstances that may subsequently rise to a claim against the Firm or any lawyer or employee — be promptly reported to a member of the Management Committee. Our policies for professional liability coverage require prompt reporting to our carriers of any such claim or circumstance. Such reporting is also important from the standpoint of good professional risk management.

In case of any questions with respect to any claims or circumstances, please contact a member of the Management Committee, your supervising partner, or the firm's General Counsel or Deputy General Counsel.

* The term "Claim" is defined in our professional liability insurance policies substantially as follows:

1. any written demand in which damages are sought against the Firm or any lawyer or employee of the Firm;
2. any written notice received by the Firm or any lawyer or employee of the Firm from or on behalf of any person that it is the intention of such person to hold the Firm or any lawyer or employee of the Firm responsible for the results of any specified act, error or omission (whether of acts, facts, law or otherwise), breach of contract for professional services, breach of duty, libel or slander, or any allegation thereof; or
3. written notice of the commencement of any judicial, administrative or other proceeding involving the Firm or any lawyer or employee of the Firm.

This policy is part of the [Lawyers' Handbook](#).

1.36 Property Security

The Firm does not reimburse employees in any office for personal property or money stolen from the premises. Valuables should never be left in a coat that is hung in a closet. Also, in order to reduce the number of thefts, you should lock up any items that can be carried away easily or anything that has "street value," such as wallets, smartphones, tablet computers, e-book readers and laptop computers. If you leave your office or desk unattended, even for a few minutes, you should consider locking up such items in your desk drawer or file cabinet.

While we are happy to accept and deliver personal packages in any of our offices we cannot be responsible for them. This includes personal packages that have been signed for and accepted by Firm personnel on your behalf. Bear in mind that personal packages from mail-order catalogs (e.g., J. Crew, Lands' End, L.L. Bean) are likely targets for theft and that you should take this into consideration when having packages sent to the Firm.

If you work in the New York office and receive a personal package and it fits into the conveyer system, it will be delivered to your "IN" box. If the package is too large for the system, you will be asked to pick it up from the mailroom. For delivery of personal packages to offices outside New York, please check with the office administrator in the individual office as to delivery procedures in that office.

If you discover that your personal property or money has been stolen, you are encouraged to file a police report and submit a claim to an insurance carrier if the item stolen is covered under a personal insurance policy. The Firm also asks that you fill out an internal Incident Theft Report, which can be obtained from the Security Desk in New York, ext. 4-4056 or outside of NY, contact your Office Administrator.

This policy is part of the **Lawyers' Handbook**.

1.37 Records Retention

There are legal requirements, ethical rules and business reasons to preserve records. For example, the law requires that any record that is relevant to an actual or reasonably foreseeable litigation, proceeding or investigation must be preserved. In addition, specific laws may require that certain types of documents be preserved. Failure to preserve records when legally required to do so can result in civil or criminal penalties. Such failure may also complicate civil matters. Section 46(1) of the Restatement of the Law Governing Lawyers provides, "[a] lawyer must take reasonable steps to safeguard documents in the lawyer's possession relating to the representation of a client or former client." Finally, any record that, in your judgment, there is a business reason to preserve should be maintained.

Whether something is a record that needs to be preserved will be determined by content, not by physical form. (See New York City Bar Association Formal Ethics Opinion 2008-1 ("A Lawyer's Ethical Obligations To Retain And To Provide A Client With Electronic Documents Relating To A Representation").) Some relevant considerations are, for example, whether there would be consequences if the item could not be found or whether the item could easily be reproduced from elsewhere. The records retention policy applies to all records, in whatever form, including, for example, hard copies and electronic files (e.g., document files, email.) wherever stored (i.e., whether on a computer, BlackBerry or any other device, at the office or at home) and voice mail and other audio recordings.

Unless there is a legal, ethical or business reason to preserve them, records may be discarded in the ordinary course of business for any of several reasons, including:

- **Confidentiality:** The regular disposal of unnecessary records helps maintain confidentiality, protect trade secrets, stop corporate espionage and identity theft, etc.
- **Accessibility:** By discarding unnecessary records, one is able to increase materially the ability to access efficiently and effectively preserved records, thus making preserved records more usable and valuable over time. It is obviously much easier and less expensive to organize and index, and thus ultimately retrieve, a manageable volume of necessary records than an uncontrolled volume of records that includes, in large part, unnecessary material.
- **Clarity:** By discarding unnecessary records, one is also able to minimize the risk of superseded materials inadvertently misleading or confusing others within the Firm in the future.
- **Cost and Clutter:** The regular disposal of unnecessary records will also substantially reduce the storage and related costs that otherwise result from a failure to maintain appropriate record management practices. Especially for paper records, but also for electronic materials, the burden of maintaining unnecessary materials is a legitimate factor to consider in deciding on a general policy, or specific instance, of disposal.

Concern that a record is, or may in the future become, relevant to an actual or potential litigation, proceeding or investigation can never be a reason for discarding the record.

In addition to these general principles, the Firm's individual departments or divisions may, from time to time, provide further guidance on the specific application of these principles to their practice areas.

See also [Documents, Computer Files and Other Information](#)

This policy is part of the **Lawyers' Handbook**.

1.38 Reimbursement of Business Development Expenses

TO BE REVIEWED

Davis Polk encourages all lawyers to devote time on a consistent basis to the maintenance and development of client relationships on behalf of the firm. Where the primary purpose of an activity is the business of the firm (including business development), Davis Polk will reimburse lawyers for expenses they incur in conducting these activities.

Examples of business development activities include:

- Taking a client to lunch during the course of a transaction or litigation
- Taking a client team out to drinks to celebrate a closing of a transaction or successful court ruling
- Periodic breakfasts, lunches, drinks and/or dinners to discuss the client's (or prospective client's) business, legal developments and potential new business opportunities for Davis Polk
- Sporting and cultural events to maintain client relationships (note that Davis Polk has season tickets to the Yankees and Mets games, and requests for tickets for business development reasons are given priority)

Because current and/or prospective clients may also be our personal friends, we expect all lawyers to exercise good judgment in considering whether expenses have been incurred in furtherance of the business of the firm and not for personal reasons. When in doubt, discuss the question with a partner.

To obtain reimbursement, lawyers should submit an expense reimbursement form, charging the expense to 98000/100. The form should identify:

- All participants, their titles and affiliations
- Reason for activity
- General description of business development topics discussed

As with other firm expenses, business development charges that exceed \$100.00 require partner approval.

This policy is part of the **Lawyers' Handbook**.

1.39 Reporting of Certain Matters To The Firm

The Firm has professional responsibility, reputational and other business interests in the conduct of its attorneys and other employees. In furtherance of those interests, the following matters must be reported promptly upon occurrence to a member of the Management Committee or the General Counsel:

- Complaints or other allegations of professional misconduct, malpractice or negligence
- Complaints or other allegations of civil fraud or similar serious civil wrongs
- Charges, inquiries or other communications from courts, bar organizations or other governmental agencies concerning possible ethical violations
- Motions or other applications for judicial sanctions or disqualification
- Arrests, convictions or guilty pleas concerning any alleged criminal conduct, excluding simple traffic infractions, youthful offender adjudications and sealed proceedings

This policy is part of the **Lawyers' Handbook**.

1.40 Reporting State Court Judicial Election Campaign Contributions

New York, California and other U.S. states have rules that disqualify attorneys and their law firms from appearing before judges to whom they have made substantial election campaign contributions. In New York, the limit for an individual attorney is \$2,500. The collective limit for a group of attorneys at a firm is \$3,500. In California, the limit is \$1,500 for an individual attorney.

To ensure that your contribution does not inadvertently disqualify Davis Polk from appearing in litigation before a judge, please notify Larry Jacobs in the MAO who will arrange for Management Committee approval, before making any contribution to the election campaign of a U.S. state court judge.

After you have obtained approval and made your contribution, please update your information on the survey identifying contributions made to state court judicial election campaign. The link to the survey is here: <http://fsny4.dpw.com:4000/viEval/SelfEval/login.asp?Open=5361>

If you have questions about this policy, please contact Carey Dunne, the firm's General Counsel or Deputy General Counsel, or Larry Jacobs.

This policy is part of the **Lawyers' Handbook**.

1.41 Restricted List

The firm maintains a Restricted List which must be searched in connection with any conflicts search or proposed securities transaction.

The purpose of the list is to identify situations in which a particular partner, partners or counsel must be consulted for conflicts or securities transaction clearance. Each partner and counsel is responsible for seeing that all names as to which the partner or counsel should be consulted are properly included in the Restricted List.

While not necessarily covering every circumstance in which a name should be added to the Restricted List, the following examples illustrate the categories of names which should be added to the list:

- Clients
- Adverse parties (and reasonably foreseeable adverse parties)
- Counterparties and co-venturers (and reasonably foreseeable counterparties and co-venturers)
- Entities as to which the firm has or expects to have material non-public information

Particular circumstances may dictate the inclusion of additional names:

- Officers and directors or partners of clients, adverse parties or counterparties, such as in hostile transactions, investigations, or certain litigation matters
- Companies and individuals presenting other issues of potential legal or business conflict or other sensitivity (such as companies in which a client have a significant ownership interest)

At the inception of a matter the responsible partner or counsel must ensure that the client's name, and the names of any other parties as appropriate, are included in the Restricted List. Additionally, the partner or counsel must also add the names of additional parties (and others) to the Restricted List when their involvement or potential involvement appears and their names become appropriate for inclusion on the Restricted List, such as additional bidders in an auction context, third-party defendants and additional partners or investors in a venture. A reminder for this purpose will be emailed to the partner or counsel 45 days after the matter is opened.

To avoid unnecessary proliferation of Restricted List entries, partners and counsel are also responsible for periodically removing outdated (and other) entries that are no longer appropriate for inclusion in the Restricted List. For example, a capital markets transaction for an underwriter client would ordinarily generate a Restricted List entry for the relevant issuer at the inception of the matter, but that entry would also ordinarily be appropriate to remove from the Restricted List after a reasonable period of time has elapsed after the transaction is complete, so long as the matter description appropriately identifies the issuer for future conflict searches.

There are also occasions where more than one partner or counsel should see that each of the individual relevant partners and counsel all add a name to the Restricted List so that each of those partners and counsel will be consulted in connection with a conflicts or securities clearance search involving that Restricted List name. For example, where multiple partners or counsel represent a client on different matters and each of the partners or counsel does or may be separately aware of whether the firm possesses relevant material non-public information or may be separately aware of different conflict issues relating to the client, each of those partners and counsel should individually add that client name to the Restricted List. In this connection, the firm has entered the names of the 50 clients listed in Exhibit A to the Restricted List, under the names of the responsible partners indicated in that exhibit. Other partners and counsel may want to discuss with the identified partner whether it is or is not appropriate for those other partners or counsel to make separate additions of those client names to the Restricted List.

The firm has instituted daily email publication to partners and counsel of additions to the Restricted List, which each partner and counsel is to review on a timely basis, in order to identify as promptly as possible any Restricted List additions which may raise legal or business conflict issues. In the event that a restricted list addition is seen to present potential concerns, the concerned partner or counsel ordinarily should contact the partner or counsel indicated as

having made the addition. In unusual cases, or if the facts raise potential conflict, information wall or other sensitivities, the General Counsel or Management Committee should be consulted.

While careful review of Restricted List search results is required when checking conflicts, that review alone is not in any way a substitute or alternative to a complete review by the responsible partner or counsel of the full record center database search results generated by a conflicts search request. In relation to conflicts searches, the Restricted List is intended only to expedite initial review and resolution of obvious conflicts or potential conflicts.

A conflicts search, therefore, requires that the partner or counsel initiating the search:

- Review the Restricted List search results and contact each partner and counsel identified in the Restricted List search results in order to clear the proposed matter or involvement, and
- Review the full record center database search results and contact any additional partner, counsel or associate¹ identified in the search where it appears that an actual or potential conflict may exist.

¹ Prior representations by incoming lawyers — lateral associates, for example — are attributed to the firm for conflicts purposes, which requires that they be contacted if conflict search results indicate a prior involvement.

This policy is part of the **Lawyers' Handbook**.

1.42 Securities Transactions Clearance

Preclearance Requirement for Transactions in Securities.

A. **General Rule.** To avoid impropriety or the appearance of impropriety, no Davis Polk lawyer, employee or family member (defined as a spouse, domestic partner or child, in each case, that shares a residence with a Davis Polk lawyer or employee) may participate in a decision to buy or sell any Security, as defined below, without advance approval from Richard D. Truesdell, Jr. Such approval must be in writing if the Security is or is to be issued or guaranteed by an issuer on the "restricted list" maintained by the Firm. The restricted list is a list of Firm clients and other parties that are involved in matters on which the Firm is working.

Please note that the requirement of advance approval applies, except as described below, whether or not the transaction is for the account or benefit of the Davis Polk lawyer, employee or family member. Failure to obtain such advance approval for any Securities Transaction is grounds for immediate termination of employment.

The requirement of advance approval does not apply to transactions in which a Davis Polk lawyer, employee or family member does not participate. These include transactions handled by brokers or advisors through managed accounts, but only if the Davis Polk lawyer, employee or family member does not participate in the transaction. However, it is important to remember that trades by brokers or other persons that are based upon confidential information disclosed by a Davis Polk lawyer or employee (i.e., "tipping") can result in the violation of federal and state securities laws. For that reason, it is essential for all Davis Polk lawyers and employees to comply with the policy on [Client and Firm Confidences](#).

Because of the nature of the Firm's practice, there is a significant chance that security transaction requests may be denied at any time. If you own a particular company's stock, there is no guarantee that you will be able to sell it at any requested time, and you may be required to hold it indefinitely. Therefore, the Firm highly recommends that you invest via mutual funds or through a managed brokerage account in which you do not participate in the decisions to trade particular securities.

Because clearing security transaction requests uses a significant amount of Firm resources, there is a limit of 30 requests per person during any consecutive three-month period, subject to exceptions in special circumstances in the discretion of the Firm. Each request for clearance on trading a single company is considered a securities transaction request.

The identity of Securities as to which transactions are restricted at any particular time, must not be disclosed to others, whether within or outside the office. For example, whether or not trades in a particular Security are subject to approval or have been cleared by the Firm should never be disclosed to a broker.

B. **Prohibition on Short Sales.** No Davis Polk lawyer, employee, or family member may make a short sale of any Security.

Puts, calls and other transferable options are deemed to be Securities of the issuer of the shares or other securities to which they relate. If the option relates to particular Securities whose issuer is on the restricted list, clearance will not be given, even if a purchase or sale of the underlying Securities is permissible, except under the following two circumstances:

1. A call option is being sold and the underlying Securities to which the option relates are owned by the person seeking clearance, i.e., a covered call.
2. A put option is being purchased and the underlying Securities to which the option relates are owned by the person seeking clearance.

The purchase of call options or warrants to buy shares of a company will not be permitted by the Committee.

C. **Prohibition on Investments in Nonpublic Securities of Clients.** It is a general policy that no Davis Polk lawyer, employee or family member may directly invest in any Security issued by any client of the Firm that is not publicly traded on a national securities exchange or NASDAQ (including in its initial public offering) except in special circumstances with specific prior approval from the Management Committee.

D. **Security.** "Security" means any security (whether private or governmental and whether or not a public market for the security exists) except securities issued or guaranteed by the United States Government, a state, or a municipality, or an agency or instrumentality thereof, certificates of deposit or savings certificates issued by banks, securities issued by an open-end mutual fund or unit investment trust that are redeemable at the option of the holder, Exchange Traded Funds ("ETFs"), and such other short-term and other securities as the Firm shall determine to exclude. Regardless of whether a security is subject to the prior clearance rule, no DPW lawyer, employee or family member may enter into a transaction if that person is in possession of material, nonpublic information relating to the security. This would include information which could reasonably be believed to affect the net asset value of a mutual fund or an ETF. In addition, digital currencies, such as bitcoin, are treated as "Securities" for purposes of this policy.

E. **Limited Exception Regarding Fiduciary or Charitable Accounts.** The requirement for advance approval does not apply to any transaction for a trust or other fiduciary account, or for the account of a religious, charitable or educational institution, as to which a Davis Polk lawyer, employee, or family member is one of one or more persons with authority to approve or disapprove transactions, provided that (i) the transaction is initially recommended by a bank or professional investment advisor who either submits the investment recommendation relating to the transaction in writing before the transaction takes place or confirms in writing after the transaction is completed an earlier oral recommendation and (ii) the Davis Polk lawyer, employee

or family member participating in the decision to buy or sell the Security does not personally have knowledge of material nonpublic information concerning the issuer or guarantor.

If an individual wishes to participate in a reinvestment program offered by a publicly traded company, then clearance should be obtained before starting the program.

Because of this policy's requirement of prior clearance of securities transactions and the need to maintain the confidentiality of these procedures, a Davis Polk lawyer, employee, or family member may not participate in an investment club or similar group investment schemes in which the Davis Polk lawyer, employee or family member needs to participate in group decisions to buy or sell.

F. Limited Exception Regarding Family Members. The requirement for advance approval does not apply to any transaction by a family member, provided that the family member participating in the decision to buy or sell the Security (i) does not personally have knowledge of material nonpublic information concerning the issuer or guarantor and (ii) does not have any financial interest in the transaction.

G. Special Circumstances. The Firm will consider requests to consider alternative rules and safeguards where special circumstances exist. If you have special circumstances and would like to request that the Securities Committee consider alternative rules and safeguards you should contact Richard D. Truesdell, Jr.

H. Procedure for Obtaining Clearance. Request for clearance of a transaction should be made to the Record Center (ext. 4-5605) from 8:30 a.m. to 9:30 p.m. New York time on business days. Requests may also be submitted via email to "[sectrans](#)".

When requesting clearance, Davis Polk lawyers and employees should indicate whether they are actively working on any matters involving the companies requested, in which case specific approval of the Management Committee is required.

Please note that an inquiry may be made only by the Davis Polk lawyer or employee seeking clearance for the transaction.

I. Guidelines for Evaluating Securities Transaction Requests. If a company is on the restricted list, then the partner or partners responsible for those entries shall employ the following guidelines to evaluate a transaction request:

1. All transaction requests should be evaluated without regard to the type of security (e.g. stock or bond). The decision whether to approve a transaction should not be based on the type of transaction (e.g., buy or sell), except for the handling of option trades, as described above.
2. If the Firm is actively involved in a matter involving the company, then the request should be denied unless the partner can reliably determine both that the matter is purely routine and that the Firm is not in possession of any material, nonpublic information concerning the company.
3. A partner can block transactions in a security for an extended period of time when the nature of a transaction requires that by contacting Richard D. Truesdell, Jr.
4. If a partner who has a company listed on the restricted list is unavailable to review a request, it will be denied.
5. If a partner in reviewing a request is unsure whether transactions should be approved under this policy, a member of the Management Committee or Richard D. Truesdell, Jr. should be consulted.
6. If the Firm has reviewed the company's internal financial projections (as opposed to any research analysts projections), then the request should be denied until the partner can reliably determine that the projections are "stale". In a public offering context where the Firm has reviewed projections, the partner should typically deny any request made prior to the later of (x) 25 days after the closing of the offering or (y) the filing of the company's next quarterly report on Form 10-Q or annual report on Form 10-K, as the case may be.

Clearance of a transaction is valid only for a 24-hour period from the time clearance is obtained. If the transaction order is not placed within that 24-hour period, clearance for the transaction must be re-requested.

If you use the Firm's computer system for online Internet purchases, banking services or for securities transactions, it is at your own risk. Davis Polk does not verify or assure that any retail, banking or securities transactions made through the Firm's system and over the Internet are secure. You are deemed to have released Davis Polk and its employees unconditionally from any and all responsibility arising from any transactions made through the Firm's computer system. Any questions should be directed to Richard D. Truesdell, Matthew Harrington, or Harvey E. Neville.

This policy is part of the **Lawyers' Handbook**.

1.43 Serving on a Board of Directors

Before accepting a position on a board of directors or similar group, whether of a for-profit or not-for-profit entity, you must obtain Management Committee approval. As noted elsewhere, Davis Polk encourages its lawyers to serve on boards of directors of charitable and pro bono organizations.

This policy is part of the **Lawyers' Handbook**.

1.44 Sick Leave

Sick days allow an employee to be absent for one of the reasons identified below without losing a day's pay. Any employee whose absence because of his or her own illness exceeds one standard week will not be charged with individual sick days for any day beginning with the eighth consecutive day of the illness. (See "Disability Benefits Program.")

Sick days may be taken for the following reasons:

- Due to an employee's physical or mental illness, injury, or health condition, or need for medical diagnosis, treatment, or preventative care;
- For the same purposes when caring for a spouse, domestic partner, children, parents (including in-laws), grandparents, grandchildren and siblings (including step-siblings); or
- Due to the closure of the Firm's facilities, or a child's school or childcare provider in case of declared public health emergency.

This policy is part of the **Lawyers' Handbook**.

1.45 Smoking

New York City law and firm policy prohibit the use of tobacco or smoking on firm premises and the firm's policy on this extends to e-cigarettes and similar products as well. Should you wish to smoke any of these products you are permitted to do so in designated areas outside the entrances to 450 Lexington Avenue. If you have any questions about this, feel free to contact Human Resources.

This policy is part of the **Lawyers' Handbook**.

1.46 Solicitations/Contributions

The solicitation, distribution or sale of products (e.g., marketing programs involving products such as cosmetics, jewelry or candy/food items) on the Firm's premises, whether for profit or nonprofit, is strictly prohibited.

Solicitations of (i) gifts for Davis Polk staff initiated for any reason, whether for a holiday gift, baby or bridal shower, retirement or a death in the family, or (ii) monetary support for charitable events or organizations should not be sent to all personnel. Instead, an e-mail directed to a specific and limited group of recipients (e.g., all.lawyers.ny (all lawyers in NY)) or some other limited group (all.lawyers.ny.23 (all lawyers on one specific floor)) may be sent. The e-mail addressees should be in compliance with our e-mail policy. No follow-up or reminder e-mails may be sent and no "in person" or "door to door" solicitations are permitted.

Any questions about this policy should be directed to Human Resources.

This policy is part of the **Lawyers' Handbook**.

1.47 Statement of Immigration Policy for US-Based Associates

Temporary Work Visas

The Firm is willing to sponsor our non-U.S. associates (i.e. those who are not U.S. permanent residents or citizens) for a temporary non-immigrant working visa (e.g., H-1B, TN, E-3 or the applicable extension). Obtaining a working visa is, of course, subject to the individual's eligibility for the relevant visa and the government's approval of the Firm's application. Please note that the firm will reimburse up to \$500 for airfare, hotel and meal expenses incurred while renewing non-immigrant work visas. Please direct any questions about reimbursable expenses to [Kristen Schulte](#).

Permanent Residence ("green card") Sponsorship

Whether the Firm will sponsor an attorney for permanent residence ("green card" status), and the nature and terms of such sponsorship, will be made on a case by case basis based on the needs of the Firm. In any event, the Firm will generally not sponsor an attorney based on a U.S. labor certification (and the related job advertising process), but may, depending on the needs of the Firm, sponsor an attorney based on the "international manager" preference category.

This policy is part of the **Lawyers' Handbook**.

1.48 Tax Evasion - Prevention of Criminal Facilitation

1. Overview

- 1.1. The UK Criminal Finances Act 2017 introduced a new corporate criminal offence of failure to prevent the facilitation of tax evasion, effective 30 September 2017. In the words of the Law Society of England & Wales: "The offence is not about tax law, rather it is about fraudulent behaviours and indicators which are inherently dishonest, and the prevention of those behaviours."
- 1.2. This policy is intended to explain the nature of the new offence, the procedures which Davis Polk has put in place to prevent criminal facilitation of tax evasion, and what is expected of you as a partner or employee of Davis Polk.
- 1.3. Davis Polk takes its compliance obligations extremely seriously and has a zero-tolerance approach to the criminal facilitation of tax evasion by its partners, employees, agents and other persons who provide services for or on behalf of Davis Polk. You are expected to familiarise yourself with the contents of this policy and act in accordance with it at all times. The reputational, professional and financial consequences for the Firm of an investigation into, or conviction for, committing this offence could be extremely serious.
- 1.4. This policy has been prepared taking into account in particular the formal guidance on the offence published by the UK HM Revenue & Customs dated September 1st, 2017 (the **Guidance**) and sector-specific guidance produced for law firms by the Law Society of England & Wales dated September 8th, 2017.
- 1.5. Davis Polk acknowledges that a commitment to countering facilitation of tax evasion, and to fostering a culture in which activity intended to facilitate tax evasion is never acceptable, begins with the partners and other senior personnel within the Firm. The London Compliance Committee (which includes a number of London partners and the General Counsel) has primary responsibility for this Policy. The London Compliance Committee expects to review periodically this Policy and the related Risk Assessment and prevention procedures described below. Questions or requests for further information should be initially referred to the Compliance Manager in the London Office.
- 1.6. This Policy has been endorsed and ratified by the Management Committee.
- 1.7. Section 2 of this Policy explains the elements of the new corporate criminal offence. As will be seen, a key feature of the offence is that a defence is available if the Firm has put in place reasonable prevention procedures. The Firm's current Risk Assessment (which informs the prevention procedures) and prevention procedures are outlined in Sections 3 and 4. Section 5 describes the reporting process you should follow if you have any concerns that tax evasion activity may be taking place.

2. The Offence of Failure to Prevent Criminal Facilitation of Tax Evasion

- 2.1. The offence has been introduced in order to make it easier for the UK Government to prosecute, among others, professional firms that fail to take steps to stop their employees and other 'associated persons' from criminally facilitating tax evasion.
- 2.2. There are two relevant offences. They are 'strict liability' offences. This means that if an associated person of the Firm (see Section 2.5 below) has committed criminal facilitation of tax evasion, the Firm will automatically be guilty of the offence, unless the Firm can show it put in place reasonable procedures to prevent that facilitation.

Offence 1 Failure to prevent the facilitation of UK tax evasion

2.3. This offence will apply to the Firm if a person “associated” with the Firm is involved in the criminal facilitation of UK tax evasion. There are three stages to the offence:

- (a) Stage 1: The criminal evasion of UK tax.
- (b) Stage 2: The criminal facilitation of this offence by a person associated with the Firm.
- (c) Stage 3: The failure by the Firm to take reasonable procedures to prevent the associated person from committing the facilitation.

Offence 2 Failure to prevent the facilitation of non-UK tax evasion

2.4. This offence will apply to the criminal facilitation of non-UK tax evasion by a person “associated” with a firm. There are three stages and two criteria to the offence:

- (a) Stage 1: The criminal evasion of non-UK tax.
- (b) Stage 2: The criminal facilitation of this offence by a person associated with the Firm.
- (c) Stage 3: The failure by the Firm to take reasonable procedures to prevent the associated person from committing the facilitation.

Two further criteria must be satisfied for this offence to apply.

- (d) Criterion 1: In addition to the tax evasion and the facilitation being criminal offences in the non-UK jurisdiction, they must also be criminal offences under UK law if they were to be committed in the UK.
- (e) Criterion 2: The Firm must be incorporated/formed in the UK or carry on business in the UK or part of the facilitation must have been performed in the UK.

We have prudently assumed that the Firm as a whole will be viewed as a single entity for the purposes of both offences and our proposed procedures are designed to address this risk prudently.

Definition of Associated Persons

2.5. The definition of “associated persons” under the Act is very broad. In particular it will cover:

- (a) all partners and employees of the Firm (both lawyers and non-lawyers);
- (b) agents of the Firm (for example appointed under formal agency arrangements); and
- (c) “any other person performing services for or on behalf” of Davis Polk.

Category (c) above is especially designed to be broad. It could potentially include, for example, local or specialist counsel engaged by the Firm to work on a client matter; accountants and other experts instructed by the Firm; or suppliers to the Firm such as payroll providers, recruitment agencies or other intermediaries. The Firm’s risk assessment process will involve evaluating the main categories of ‘associated persons’, but it should be borne in mind that an ‘association’ may arise in other situations depending on how services are carried out in fact.

2.6. Clients will not generally be ‘associated persons’ of Davis Polk. Davis Polk provides services to its clients; clients do not (as such) provide services for or on our behalf. However, clients may, in principle, fall in the category of persons who commit tax evasion (either themselves directly, or by criminally facilitating the tax evasion of others, such as their own clients). The Firm’s procedures are designed to prevent its own employees or other associated persons from facilitating such activity.

2.7. Partners, employees and other associated persons are not expected to have a detailed understanding of tax law in order to comply with this Policy. The focus of the offence and the Guidance is on the Firm putting in place reasonable prevention procedures. However, given that in order for the Firm to be guilty of an offence, two distinct criminal acts must be shown to have taken place, these are explained at a very high level below.

What is Tax Evasion?

2.8. Tax evasion is a crime in the UK. There are specific statutory offences and also a general offence under the common law. The key feature of criminal tax evasion (as opposed, for example, to lawful ‘tax avoidance’) is that it involves fraudulent conduct by the taxpayer – i.e. deliberate and dishonest conduct – with the intention of not paying an amount of tax when it is lawfully due.

2.9. Tax evasion is also a crime in many other jurisdictions. In order to be relevant to the corporate offence, tax evasion activity in relation to non-UK tax must be considered criminal both in the relevant non-UK territory and, were it to be committed in the UK, in the UK as well.

What is Criminal Facilitation of Tax Evasion?

2.10. Facilitating – or ‘aiding and abetting’ – another person’s tax evasion can also be a crime in the UK (and in other jurisdictions). Very broadly this will be the case where a person knowingly or intentionally takes steps to encourage or assist in the commission of a tax evasion offence by another person. Deliberate and dishonest conduct will therefore be a feature of criminal facilitation activity. A particular area of difficulty is the extent to which ‘wilful blindness’ amounts to culpable knowledge.

2.11. The focus of the new offence is to ensure that relevant bodies such as the Firm put in place reasonable procedures designed to prevent their ‘associated persons’ from committing facilitation offences of this kind.

3. Risk Assessment

3.1. The Firm acknowledges that the key first step in introducing reasonable prevention procedures is to conduct a risk assessment of the tax evasion facilitation risks faced by the Firm. The London Office has conducted an initial high-level risk assessment, which concludes that the overall risk that associated persons of the Firm would be engaged in criminal facilitation of tax evasion is low. As detailed in the Risk Assessment, this evaluation is based on a number of factors, including the nature of the Firm’s client base and practice areas, existing financial crime prevention procedures, supervision and remuneration practices for partners and staff, and the relatively limited role of non-partner/employee associated persons who are not themselves reputable persons subject to regulatory and professional compliance obligations.

3.2. As contemplated by the Guidance, the current Risk Assessment is an initial and high level review, building on existing risk assessment work and prevention procedures designed to address money laundering and other financial crime risks. The Risk Assessment will be further developed and reviewed over time.

4. Reasonable Prevention Procedures

4.1. As noted above, an important prevention procedure implemented by the Firm is the Risk Assessment itself. The Risk Assessment contains notes as to how specific facilitation risks have been evaluated. It sets out due diligence procedures, recommendations and policies to mitigate those risks, which are designed where possible to be integrated with existing risk management procedures.

4.2. This section outlines some general principles and procedures designed to prevent criminal facilitation by the Firm's associated persons. These principles and procedures will be developed and reviewed over time.

Training

4.3. Partners and staff are expected to familiarise themselves with the contents of this Policy and acknowledge that they have done so as part of the Firm's annual policy acknowledgement procedures.

4.4. The Firm will be rolling out a training programme, on a targeted, risk-based basis, to relevant lawyers and (where appropriate) non-lawyers. Completion of this training programme should be regarded as compulsory. New joiners must, where relevant, complete the training in the first week of their employment. Subsequent update/refresher sessions will be organised periodically as appropriate.

Referrals and third party service providers

4.5. As far as possible, referrals should be made to firms or entities which are known to the Firm as being reputable. As part of our obligations under the UK Modern Slavery Act, the Firm has produced a list of suppliers that has been risk assessed against various criteria. This list is available on the London office intranet page. If the Firm is referring work to a firm or entity that has not been risk assessed or subject to local on-boarding procedures then please inform the Compliance Manager in the London office who will assist with the necessary risk assessment.

4.6. Where practicable, clients should be encouraged to engage any required external service providers themselves and should seek to sign an independent engagement letter and settle invoices directly.

4.7. Where it is necessary for the Firm to engage local or specialist counsel on a client's behalf, provided such counsel are themselves regulated entities in jurisdictions with a good reputation for transparency and anti-corruption, the Firm considers the risk presented by such arrangements should generally be low. Firm personnel should speak to the matter partner before engaging local or specialist counsel in other jurisdictions.

4.8. Office managers should consider the risk of facilitation of tax evasion when engaging suppliers and should consult the relevant Compliance Manager if they need assistance in this regard.

Red flags - Circumstances requiring particular caution

4.9. It is inherent in the Firm's business that we work on complex matters involving multiple jurisdictions, and which will often involve features that are bespoke to that matter or transaction. As such it is impossible to identify all the ways in which clients or other persons may seek to make use of our services for illegal tax evasion purposes. As is the case with money laundering, those persons may look to rely on our reputation by associating with Davis Polk to make them or their business appear legitimate. The best prevention mechanism for the Firm is for all partners and staff to be vigilant to the potential for tax evasion in the course of their work.

4.10. The following are some examples of 'red flag' circumstances where particular care should be taken:

- The client wishes to establish a trust, company or other entity in a known 'tax haven'.
- The client requests changes to invoices or other financial documentation which are unnecessary or inaccurate. The client may wish to change the entity or location the invoice is sent to avoid VAT for example.
- The client wishes to make cash deposits with the Firm or arranges for payments to be made by a third party (whether related to the client/transaction or not).
- The client requests that funds be transferred to a bank account held in the name of a seemingly unrelated party or to a jurisdiction with banking secrecy laws.
- The client instructs us to implement a complex ownership structure involving offshore shell companies or trust arrangements with no legitimate commercial purpose or justification.
- The client refuses to provide reasons or justifications for the formation of certain entities or the carrying out of certain steps as part of the transaction/matter.
- A client has previously been investigated by a tax authority or prosecuted and/or convicted of a tax evasion offence.
- Unexpected, urgent requests which are unrelated to the original instructions or suggestions not to involve the partner/lawyers who usually deal with these types of matters.
- The client insists on using particular external advisors unknown to the Firm and/or previously associated with or investigated for misconduct.
- Local counsel suggests taking steps which would amount to a tax evasion offence if carried out in the UK or other jurisdiction in which DPW has an office.

The above list is non-exhaustive; equally the existence of one or more of the circumstances described does not necessarily imply tax evasion activity. However, if one of the above circumstances does exist Firm personnel should be aware of the possible risk, scrutinise fully the instructions received and elevate the matter appropriately (see Section 5 below). It may be appropriate to ask for particular confirmations, explanations or further information to understand the situation more fully. Personnel should speak with a member of the tax team if appropriate.

5. Reporting Procedure

5.1. Should Firm personnel suspect that a client has instructed the Firm with the intention of carrying out tax evasion, wherever in the world and whether for itself or for another person, or that any associated person is facilitating tax evasion, this should be reported immediately to the partner responsible for the matter. It may be appropriate to involve the local tax team in any discussions.

5.2. Having discussed the issue, if you or the matter partner require further guidance, you should raise your concerns with a tax partner or a member of the General Counsel's office or the London Compliance Committee. Having raised your concerns, you should refrain from doing any more work on the matter until you have been advised on how to proceed.

This policy is part of the **Lawyers' Handbook**.

1.49 Taxis

Taking a taxi at Firm or client expense is generally warranted:

- Between 8:30 p.m. and 6:00 a.m. on weekdays;
- Between 6:00 a.m. and 8:30 p.m. on weekdays if you are leaving for or returning from an out-of-town trip, carrying bulky documents, discussing client or Firm matters, traveling with a client, or otherwise in circumstances requiring a taxi; or
- At any time of day on weekends or holidays on which our offices are closed if client needs require you to be in the office.

Taking a taxi at Firm or client expense is generally **not** warranted:

- For travel between home and office on weekdays between 6:00 a.m. and 8:30 p.m.; or
- When public transportation is cheaper and faster, as it often is during the business day in Manhattan.

Taxis should be charged to a client only when doing so is consistent with the client's guidelines and expectations; taxis (meals) should otherwise be charged to 98000/400 (non-billable client work). This means that the client should be charged, but because of the client's guidelines, you could not bill the client for the taxi (meal). Please do **not** use 98000/800. Please keep in mind that clients are likely to question charges inconsistent with their guidelines and expectations.

See the [Taxi Desk](#) for the mechanics of arranging a taxi.

This policy is part of the **Lawyers' Handbook**.

1.50 Technology Policies

1.50.1 CD-ROM/DVD Drive Access

CD, DVD-ROM drives and removable media are intended to be used for business purposes only. For more information, please see the Firm's [Computer and Telecommunications Usage and Security Policy](#).

If you need to transfer files to or from our file system on to or from a CD or DVD, please contact Word Processing or your local Computer Support staff and they will assist you. Please note that files transferred from our system on to a CD or DVD must first be put into a WinZip password protected/encrypted archive.

This policy is part of the **Lawyers' Handbook**.

1.50.2 File Storage / Organization/Permissions

Davis Polk is regularly called upon to preserve email and documents related to pending or anticipated litigation. To fulfill its legal obligations, the Firm has developed document storage procedures, but the effectiveness of those procedures depends on documents being where they are supposed to be. It is critical that all users follow the Firm's guidelines for storing files:

- Client and other work-related files should only be saved in the appropriate client/matter directories. If the files should not be open to general access, please contact Computer Support to restrict a folder.
- Personal files should be stored in your personal client/matter number. Each Firm employee has a personal client/matter directory with two subfolders: PUBLIC and PRIVATE. The PUBLIC folder and its contents are unrestricted and anyone in the Firm can access this location. The PRIVATE folder is restricted to the lawyer and his or her primary assistant or in the case of general staff, only the owner of the client/matter. Any files on the Davis Polk system, including personal files, are Firm property and the Firm reserves the right to monitor or access them. For more information see the Firm's [Computer and Telecommunications Usage and Security policy](#).
- Files should not be saved in your "H" drive or the office general directories such as 98000/800 and 98000/500.

Contact Computer Support (4-4040) if additional restrictions on folders are needed or submit a [HEAT Service Catalog](#) request to Information Systems with a Problem/Request type of "Permissions."

This policy is part of the **Lawyers' Handbook**.

1.50.3 Laptops

- [Provisioning of Permanent Laptops](#)
- [Provisioning of Loaner Laptops](#)
- [Passwords/Laptop Name](#)
- [Encryption](#)
- [BlackBerry Tethering](#)
- [Broadband Cards](#)

Provisioning of Permanent Laptops

Lawyers Based in New York

The Firm currently provides laptops to New York lawyers who would benefit from a laptop's portability. New York lawyers must seek approval for a laptop from any partner currently on the Technology Committee. If approval is secured, please forward the request with approval to Computer Support.

Lawyers Based Outside of New York

All lawyers assigned to an office outside of New York will be provided a laptop.

Provisioning of Loaner Laptops

The Technical Support department maintains a pool of loaner laptops available to employees who need a temporary mobile computer. Supplies are limited, so reserve in advance via [HEAT Service Catalog](#) (Department: Information Systems; Request Type: Laptop Loaner) and return the equipment immediately when you are done.

Passwords/Laptop Name

Your laptop's name and passphrase should never be changed. If you change the laptop name, we will be unable to install important application and security updates to your laptop. If you change the passphrase, you will lose access to your encrypted files.

Encryption

The laptop hard drive is encrypted without any user interaction.

BlackBerry Tethering

NY, DC, MP

AT&T provides a service whereby you can connect your BlackBerry or iPhone to your Davis Polk or personal laptop and use it to get a wireless Internet connection from locations within the United States. For the United States offices, this is the preferred broadband method for laptop users because of cost considerations. The tethering feature can be added for partners upon request. Other lawyers will need approval from any partner currently on the Technology Committee. If approval is secured, please forward the request with approval to Computer Support and they will enable the feature and send you instructions.

While tethering sometimes works outside the United States, it should never be used owing to prohibitive roaming charges. If you travel internationally and believe you may not have access to an Internet connection, an international [Broadband card](#) can be requested for use with Davis Polk laptops.

LN, PS, SP, TK, HK, BG

BlackBerry tethering is currently not available with the European and Asian office BlackBerrys.

Broadband Cards

NY, DC, MP

For lawyers requiring a portable Internet connection, the Firm has limited supplies of Verizon Broadband Cards for use in the United States and Truphone Broadband Cards for use internationally. These cards are for use with Davis Polk laptops only.

In an effort to contain costs, we no longer distribute Verizon Broadband Cards with our loaner laptops unless it is of critical importance. All laptops have Wi-Fi and Ethernet built in that can be used to connect to the Internet at client sites, hotels, hot spots, etc. [BlackBerry tethering](#) is also available. If you need a wireless card for significant work on the laptop, please contact Computer Support and let them know why you need the card and be ready to supply a firm return date; the Firm maintains a limited supply of these cards.

If you are traveling internationally and require a broadband card, contact Computer Support to borrow a Truphone Broadband Card.

LN, SP

Truphone Broadband Cards are available upon request for lawyers requiring a portable Internet connection. Upon request, visiting lawyers can be given a loaner broadband card.

PS

Orange Broadband Cards are available to partners and other lawyers with partner approval.

HK

Broadband card supplies are limited but can be loaned out upon request.

TK, BG

The Tokyo and Beijing offices do not have broadband cards available.

This policy is part of the **Lawyers' Handbook**.

1.50.4 Mobile Device Policies

Use of Mobile Devices to Access the Firm's Email Servers

Davis Polk lawyers and authorized staff may remotely access firm email only under the following guidelines:

- you are remotely connected to your office PC via Citrix or accessing the Citrix Shared Hosted Desktop
- you are using a firm-issued laptop
- you are using a firm-issued BlackBerry
- you are using a firm-issued iPhone
- you are authorized by Information Systems management to use a personal iOS device

All personnel with this access are required to adhere to the following

Firm-Issued Devices

- **Lost or stolen device:** If your device is lost or stolen, you must report it immediately so that we can wipe it of firm data.
- **Replacement device:** If your device is lost, stolen, or breaks, we may, depending on circumstances and availability, replace it with an earlier and/or used model.
- **Case:** Due to the high number of broken screens, you are required to use a case. We will provide a case for you.
- **Find My iPhone:** Find My iPhone must be turned on at all times (under Settings, [your name], iCloud, Find My iPhone).
- **Preservation Orders:** If you are currently part of a preservation order, you must ensure that any texts and/or voicemails subject to preservation on your current device are preserved. Contact Computer Support if you need help with this.
- **Personal data:** You are responsible for backing up personal data.

Personal Devices

- **Passcode:** You are required to set a passcode on your device(s).
- **Lost or stolen device:** If your device is lost or stolen, you must report it immediately so that we can wipe it of firm data.
- **Preservation Orders:** If you are currently part of a preservation order, you must ensure that any texts and/or voicemails subject to preservation on your current device are preserved. Contact Computer Support if you need help with this.

Upon Leaving the Firm

- Before your employment ends, you must notify Computer Support to retire your device from firm management.
- We will contact you two to three days before your departure to remind you of this.
- If we are unable to access the iPhone or iPad for this purpose, we will remotely wipe the device, which will delete everything on it.

This policy is part of the **Lawyers' Handbook**.

1.50.5 Outlook / Email

- [Sharing Email](#)
- [Sending on Behalf of Another Person](#)
- [Out of Office Assistant](#)
- [Email Signatures](#)

In addition to the email policies below, more information about email security and usage policies can be found in the [Firm's Computer and Telecommunications Usage and Security Policy](#) page.

Sharing Email

Davis Polk does not allow users to share each other's live Outlook email folders. Calendar and contact information can be shared, but email is restricted to the mailbox owner only. However, utilities such as DPW Archive are available to export email to shared client/matter folders where it can be reviewed by other people.

Sending on Behalf of Another Person

The Firm allows you to grant others the right to send email on your behalf. Outlook provides these permissions through the Delegate feature. All email sent using this feature indicates the actual sender and for whom the email was sent.

Out of Office Assistant

Outlook's Out of Office Assistant should be used to send auto-replies, which notify internal and/or external email senders of your absence when you are out of the office.

Email Signatures

The Firm provides standard Outlook signatures branded with the Davis Polk style and logo. These signatures must be used to maintain a consistent Davis Polk style when communicating with clients. For guidelines and instructions on customizing your signature and title, please consult the "Personalizing Your Email" section of the Outlook 2007 User Guide or the "Email Best Practices" section of the Davis Polk Desktop User Guide.

This policy is part of the **Lawyers' Handbook**.

1.50.6 Passwords

- [Office Login Password](#)
- [Mobile Device Password](#)
- [Laptop Password](#)
- [Remote Access Password](#)

In order to better secure the Firm's computer system, all users are required to change their office password every 90 days. If a user does not change his or her password after being reminded, that user's account will be temporarily disabled until the password is changed. For more information on changing your password and guidelines for choosing a password, see the Firm's [Computer and Telecommunications Usage and Security Policy](#).

Office Login Password

Your office login password is used to log on to your office PC. Your office login password must be changed every 90 days.

Mobile Device Password

Your mobile device must be password-protected. You cannot disable your password, but you can change it. Please note that your mobile device password should be different from your office login password and must be four or more characters.

Laptop Password

Your laptop's name and passphrase should never be changed. If you change the laptop name, we will be unable to push important application and security updates to your laptop. If you change the passphrase, you will lose access to your encrypted files.

Remote Access Password

Citrix

Citrix access requires your regular username and password. When you successfully connect to your office PC, you will also need to log on or unlock the computer using your office login password.

This policy is part of the **Lawyers' Handbook**.

1.50.7 USB Flash Drives

Encrypted "Kingston Secure" USB flash drives are the only removable media authorized for transporting Davis Polk and client materials.

Files should be copied only when they are to be given to a client or need to be transported for an off-site presentation. In the latter case, the media should be returned to Word Processing once the presentation is completed at which point data will be securely deleted.

Removable media for these purposes are available for loan from the Word Processing Department or your local Computer Support staff in non-New York offices. Removable media needs to be kept physically secure.

Copying Firm files in order to work on them on any computer or device that is not issued by Davis Polk is not allowed.

This policy is part of the **Lawyers' Handbook**.

1.51 Third Party Disbursements

From time to time the firm is asked by clients to arrange for the services of vendors or other third parties in connection with an on-going matter. Whenever practicable the client should be asked to deal directly with vendors or other third parties and the firm should not be involved in the invoicing or payment process. However, when it is more appropriate or advantageous for privilege or other reasons for the firm to engage third parties in connection with services being provided to the client (e.g., expert witnesses or other third parties assisting attorneys in rendering legal advice), the following steps should be taken:

1. Any written agreement the firm enters into with a third party must specify that Davis Polk is not responsible for payment except to the extent Davis Polk receives reimbursement from the client.
2. Oral agreements with third parties on behalf of a client are permissible and are typical in some instances (e.g., local counsel, outside copying). However if it is estimated that the obligation to the vendor or third party will exceed \$50,000 (or local currency equivalent), a written acknowledgment of our limited responsibility as stated above should be obtained.
3. The firm will not pay third party invoices over \$50,000 (or local currency equivalent) until we have received reimbursement from the client.
4. Any deviation from this policy needs to be approved by the Management Committee or the Chairman of the Finance Committee.

There may also be instances where the firm is requested by clients to advance sums to third parties (e.g., filing fees). In the event any such payments exceed \$50,000 (or local currency equivalent), prior approval by the Management Committee or the Chairman of the Finance Committee is required.

If you or any member of your immediate family has a financial interest in, or is employed by, or performs any services for, any company that provides any service to the firm or which may be engaged in connection with a client-related project (including document management, court reporting, or litigation support services), you must advise the Management Committee or the Executive Director.

This policy is part of the **Lawyers' Handbook**.

1.52 Timekeeping Policy and Practices for Lawyers

- [Basic Policy](#)
- [When to Record Time While at Home, Traveling and Commuting](#)
- [Keeping Track of the Time](#)
- [Descriptions, Activities, Names](#)
- [Use of Projects Within Matters](#)
- [Consulting Colleagues at Davis Polk](#)
- [Time Reports](#)
- [Late Time](#)
- [Nonbillable Time](#)
- [ABA/UTBMS Codes - Litigation](#)

Basic Policy

It is Firm policy to account for a minimum of seven hours for each business day, whether or not the time is billable, and to provide reasonably detailed descriptions of the work done. Time must be entered into the Client Accounting System by the end of the business day following the day on which the work was done unless unusual circumstances make it impractical to do so.

We require prompt and informative accounting for at least a seven-hour working day in order to assure that:

1. The work we do is recorded completely and accurately. (Our experience and that of other professional service firms confirms that work not recorded more or less contemporaneously is easily and frequently remembered inaccurately or incompletely.)
2. Our bills and bill estimates can be rendered promptly and easily, based upon a full record of the work done.
3. The increasingly common requirement of clients that we deliver detailed time records with our bills, or submit time records for retrospective audit, can be met without error, inconvenience or embarrassment.
4. The time devoted to business development, lawyer training, standard forms and other product development, pro bono matters, bar association and other professional activities, civic and charitable activities, and recruiting and other Firm administration is properly recognized.

It is expected that all of us will frequently record personal time – vacations, personal and family commitments that cannot be scheduled in nonworking hours, illness and the like. It is also expected that billable time may vary greatly from one day to the next.

When to Record Time While at Home, Traveling and Commuting

All time spent *working* on client matters outside the office, whether at home, while traveling or otherwise, should of course be recorded with appropriate activities/descriptions.

Nonworking time spent traveling (locally or out-of-town but excluding regular commuting) should be recorded to the matter requiring the travel, but under the activity "Travel" so that it is separately identified and may be considered by the billing partner when the bill is rendered.

The same time should never be recorded to more than one matter. For example, if you take a three-hour flight to a meeting on Matter A and spend two of the flying hours revising a document on Matter B, you should record the two working hours to Matter B and only the one nonworking hour to Matter A as "Travel."

Keeping Track of the Time

Unless you wish to enter time into the Client Accounting System yourself – which, for those who are comfortable with the computer, may be the quickest way to do it – you must, in one form or another, give your administrative assistant the information with which to do it for you. Recognizing that timekeeping methods and habits vary widely from person to person, the Firm prescribes no form; a number of different forms are in fairly common use. Whatever you and your administrative assistant find most convenient is best.

It is expected that you will on occasion think that you have spent too much time on a matter – because the subject area was new to you or there were unusual obstacles in research or drafting or because the matter concerns a nominal amount or did not come to a successful conclusion. Nevertheless, you should record the full time spent and, as you think appropriate, communicate your view to the responsible partner. The amount of the Firm's fee to the client and the weight to be given to time in determining the fee will be decided by the billing partner, who must have an accurate account of the time spent in order to make that decision.

Descriptions, Activities, Names

Time entries must include a reasonably detailed description of the work done. To that end, and in the interest of making billing information readable, the narrative descriptions entered into the Client Accounting System will begin, insofar as practical, with a phrase from the standard list of "activities" presented by the time-entry program. On timesheets and in timebooks, you can use any abbreviations or codes related to the standard list of activities that you and your administrative assistant agree upon, but as the time is entered, administrative assistants will, whenever they can, replace the abbreviations with one of the standard activities. The following is a partial list of standard activities:

- Advice re...
- Conference with... re ...
- Court appearance re...
- Draft...
- Draft memorandum to... re...
- Draft opinion re...
- Fact investigation re...
- Interview...
- Legal research re...
- Postclosing...
- Preclosing...
- Prepare...
- Review...
- Revise...
- Supervise...
- Telephone conference with... re...
- Travel to/from...

A complete reference list of the standard activities and matters you have recently worked on can be printed from the time-entry program. If none of the standard activities adequately describes the work done, use "other" and any brief, reasonably informative description will then do.

On particularly sensitive matters, such as grand jury investigations or advice as to which a privilege may exist, consult the partner in charge as to the detail to be shown.

Unless the billing partner has otherwise directed, identifying individual persons by name is not necessary. For example, "Conference with counsel for sellers" is sufficient, although consistency in such identifications is most helpful. If names are used, they should be recorded as full last names (preceded by initials if necessary to avoid ambiguity). Initials by themselves are to be avoided. Thus: "Whitman, Heckart, DS Wise" rather than "CSW, RLH, DSW".

Use of Projects within Matters

The timekeeping system is designed so that it allows time to be coded to specific projects. Each matter has one or more "projects" to which time may be recorded. A standard list of projects is established for each matter based on its type of law. For example, a corporate transaction might have these projects:

- Arrangements with advisors
- Transaction structure
- Preliminary agreements
- Fact investigation
- Antitrust issues
- Other regulatory issues
- Principal documents
- Ancillary agreements
- Disclosure documents
- Opinions
- Closing
- Postclosing advice
- General

While the recording of time to specific projects may be useful in organizing, overseeing and billing a matter, many billing partners do not currently require that projects be used; thus, if you do not indicate a specific project, your administrative assistants will record your time to the "General" project.

On matters for which projects are being used, if the work done does not fall within one of the existing projects and is (or will become) of sufficient scope or importance that separate reporting of the time appears useful, a new project can be created through the time-entry program. On corporate transactional matters, for which the standard projects are comprehensive, a new project should generally be created only when none of the standard projects is a reasonable choice. On litigation matters, for which the standard projects are more suggestive than specific, each case team should decide which of the standard projects to use and which new projects to create.

If you are recording time by project, you can get a list of the projects for your current matters or for any specific matter through the time-entry program.

There are some instances where recording time under specific projects will be useful. On Client/General matters, a new project may be created for each new assignment or question that is not part of an existing matter and is likely to entail a significant number of time entries. Prolonged use of a project for a specific Client/General assignment probably indicates that a new matter should be created.

For example, if a client asks a question about bridge loans in tender offers and the question is not part of an existing matter or appropriate for a new matter, you may create a new project under General titled "Tender offer bridge loans (officer's name)" to which you and anyone else who works on the question should record time. Having created the project, you need not reidentify the question or the officer in the narrative part of the time entry.

Projects should not be created under the various "General" matters within the Morgan Guaranty and Morgan Stanley retainer series. These matters are only to be used to record small amounts of time which cannot be allocated to an existing matter, are of insufficient size to warrant creating a new client-matter and are generally not ongoing in nature.

It is particularly important when working on an assignment that is charged to the "General" matter of a client to (a) use consistently an appropriate description of the assignment that incorporates the officer's name (which can be achieved through the use of a project) and (b) give an informative description of the work ("conference with JH Smith re draft agreements and press release" rather than just "conference with JH Smith").

Consulting Colleagues at Davis Polk

When requesting advice from others in the office, you should be sure the advising person is charging his or her time to the correct matter number and, if required, project.

Time Reports

Whenever you or your administrative assistant enters a batch of time, a draft report (the "101 Report") should be printed and checked for accuracy. Any corrections should be made promptly before you send the batch of time to the Client Accounting System. Batches that you do not send during the day, will automatically be sent at midnight. When the batch is sent, a final 101 Report is printed automatically. If additional corrections need to be made to the narrative or projects, you or your administrative assistant can make them. Other corrections should be marked on a copy of the 101 Report and sent to Client Accounting Services.

Late Time

Under the Firm policy stated above, time reports are defined as "late" if not entered into the Client Accounting System by the end of the business day following the day on which the work was done. The Accounting Department will remind you and your administrative assistant of time that appears to be late.

You should make arrangements with your administrative assistant (or another administrative assistant in the ringing group) so that your time is entered on a daily basis even when you are out of the office on business or otherwise.

Nonbillable Numbers

For a list of nonbillable numbers, [see Nonbillable Numbers](#).

ABA/UTBMS Codes – Litigation

Case Assessment, Development and Administration

- L110 Fact Investigation/Development
- L120 Analysis/Strategy
- L130 Experts/Consultants
- L140 Document/File Management
- L150 Budgeting
- L160 Settlement/Nonbinding ADR
- L190 Other Case Assessment, Development and Administration

Pre-Trial Pleadings and Motions

- L210 Pleadings
- L220 Preliminary Injunctions/Provisional Remedies
- L230 Court-Mandated Conferences
- L240 Dispositive Motions
- L250 Other Written Motions and Submissions
- L260 Class Action Certification and Notice

Discovery

- L310 Written Discovery
- L320 Document Production
- L330 Depositions
- L340 Expert Discovery
- L350 Discovery Motions
- L390 Other Discovery

Trial Preparation and Trial

- L410 Fact Witnesses
- L420 Expert Witnesses
- L430 Written Motions and Submissions
- L440 Other Trial Preparation and Support
- L450 Trial and Hearing Attendance
- L460 Posttrial Motions and Submissions
- L470 Enforcement

Appeal

L510 Appellate Motions and Submissions

L520 Appellate Briefs

L530 Oral Argument

This policy is part of the **Lawyers' Handbook**.

1.53 Travel Policy and Travel Expense Reporting for Attorneys

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- [Temporary Office Assignments](#)
- [Out-of-Town Per Diem Travel Expenses](#)
- [Home Leave and Relocation Travel](#)
- [Car Rentals](#)
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Air Travel

Client Business. When *traveling on client business*, the mode of travel should be consistent with the client's guidelines and expectations. Many of our clients have their own policies governing air travel, and we should be careful to travel on a basis consistent with those policies.

Non-Billable. As a general rule, when *traveling on Firm business* you should fly coach, including transcontinental trips unless there are special or unusual circumstances where business class would be appropriate and authorization is obtained. If you are traveling on Firm business and wish to upgrade from coach to business class using personal frequent flyer miles, please feel free to do so. You will need to call the airline directly to arrange this since the airlines require personal information (PIN, password, account balance) in order to process the upgrade request. Please review the chart below to assist you in complying with the non-billable air travel policy when traveling between frequent city pairs.

Not notwithstanding the chart below, when attending a Firm function, such as a training seminar, and traveling from Asia, Europe or Northern California to New York, you should fly coach and strive to book your tickets at least seven days in advance.

General Practices. All Firm and client business travel should be booked through the New York Travel Department or your local office administration team. The New York Travel Department operates Monday through Friday from 9:00 A.M. ET until 6:00 P.M. ET and can assist with arranging North American or Worldwide travel. However, you may find it more convenient to work with your local office administration team to organize travel arrangements. While emergency situations may arise which cause travel arrangements to be made outside of your office's Travel Department or administration team, these situations should be the exception. The Firm has negotiated rates with air carriers and hotels that provide substantial discounts. These discounts, which are consistent with Firm and client expense expectations, are based on volume and/or segments booked so travel arranged outside of your office's Travel Department or administration team will not benefit from the favorable rates we receive. However, if a client has special rates, arrangements should be made through the client's office, if possible.

If you have not used tickets that have been issued to you, you must notify the Travel Department or your local office administration team so they can obtain credit for the tickets.

Temporary Office Assignments

Refer to the [Associate and Counsel Compensation Policy for U.S. Based Lawyers on International Assignment](#) to obtain travel information concerning home leave or relocation to or from non-home offices.

Please speak with Human Resources prior to the start of any short-term assignment in one of the Firms' offices for details regarding housing and cost of living allowances. "Short-term" assignments are those of less than 1-year duration.

Out-of-Town Per Diem Travel Expenses

When traveling on behalf of a client, economy should be practiced. To assist in determining appropriate and reasonable charges, the Firm has developed and regularly updates per diem expense guidelines for client and Firm out-of-town travel for [domestic](#) and [international](#) destinations. The amounts indicated are intended to be used as a guideline only and should be helpful for you in determining reasonable expenses for a particular location. If a client has a guideline for expenses, the client's policy should be followed.

Home Leave and Relocation Travel

Please refer to the [Associate and Counsel Compensation Policy for U.S. Based Lawyers on International Assignment](#) to obtain travel information concerning home leave or relocation to or from our different offices.

Car Rentals

Due to negotiated rates, car rentals should be booked through your local DPW Travel Department or office administration team. The Travel Department can locate the lowest available rental rate before further deducting the ABA discount. The standard is a mid-sized car. Travel Counselors will do their best to accommodate rental agency preferences, provided the pricing is competitive with the best rates available.

Expense Reporting

If a lawyer takes a cash advance to travel either for Firm or Client related business, the cash advance is not charged to the Firm or to the Client. It is charged to the employee's **Business Cash Advance Account**. The lawyer will have 60 days in which he or she can electronically submit an expense report to apply the cash advance. If the expense report is not submitted within 60 days, the cash advance charge will be transferred to the lawyer's personal account and subsequently deducted from his or her next paycheck. Please remember, Firm policy states that receipts are required for all expenses regardless of the amount. [Here is an overview of the Expense Reporting System.](#)

Travel Practices By Office Location

Asian Offices Travel Practices

Air travel. As a general rule and except as provided below, it is customary to travel business class when traveling on client business within Asia, or to or from Asian destinations, unless there are special or unusual circumstances where other classes would be appropriate. If requested to do so by a client, while on client business lawyers should travel on a basis consistent with any specific policies which the client may have governing air travel and otherwise in a manner consistent with the client's guidelines and expectations. When traveling on Firm business, lawyers should consult with a partner as to the appropriate class.

Travel to and from the airport. For travel to and from the Hong Kong or Beijing airports, lawyers may use a local car service with which the Firm has negotiated a significant volume discount - please check with your assistant, the accounts administrator or the office administrator for details and to arrange transportation to and from the airport. For travel to and from the Tokyo (Narita) airport, lawyers should use the Narita Express train or the airport "limousine bus" service - reimbursement for taxis or other forms of transportation to and from Narita is generally not available.

Hotels. The Firm has special arrangements with a number of hotels in most major Asian cities and receives preferred corporate rates, priority booking and other discounts and benefits. Please check with a secretary, the accounts administrator or the office manager for details and to make reservations.

South American Office Travel Practices

Air Travel. For flights to and from South America from/to all DPW offices, business class may be booked due to the duration of the flight.

Travel to and From the airport. For travel to and from the São Paulo airport, lawyers typically use a reputable local car service. Please check with the office administrator for details and to arrange transportation to and from the airport.

Hotels. For a list of recommended hotels in Brazil, contact the São Paulo office administrator or the New York Travel Department.

European Offices Travel Practices

Air Travel. For flights from New York or Washington D.C. to Europe or from Europe to New York or Washington D.C., you may fly business class if you will be working in the office on the day of your arrival; otherwise, coach should be booked on non-billable flights to/from Europe and New York. For flights to Europe from the West Coast, or to the West Coast from Europe, business class can be booked due to the duration of the flight. For flights from Europe to or from all other office locations, business class may be booked.

Travel to and from the airport. For travel to and from the London's airports, there are several options available, including Dial-a-Cab, Addison Lee, and Fast Track Travel. Dial-a-Cab is the standard black taxi. Addison Lee is a taxi service with flat rates, and Fast Track Travel is a private hire car service. Rates are about the same for all with Dial-A-Cab being the most expensive. Travelers can also take the Heathrow Express train and then take a taxi. To arrange transportation to and from the airport please check with the office administrator. Lawyers traveling to the Paris office generally use a standard taxi, or may choose to ride the tube. Going to the airport from the Paris office G7 Club affaires is the preferred transport. Contact the office administrator to arrange transportation.

Hotels. For a list of recommended hotels in Europe, contact the DPW office administrator in the city closest to your travel destination or the New York Travel Department.

Northern California Office Travel Practices

Air Travel. For flights from Northern California to New York or Northern California to Washington, D.C., coach should be booked unless the traveler will be working in the office on the day of arrival. Flights from Northern California to all other offices may be booked in Business due to the duration of the flight.

Travel to and from the airport. For travel to and from the airport lawyers have several options including, using one of the car services the Firm has accounts with Carey Car Service or Classic Car Service, or taxi service with Stanford Yellow Cab. Please check with the office administrator for details or to arrange transportation to and from the airport. Please note car service needs to be reserved in advance.

Hotels. For a list of recommended hotels in Northern California, contact the Northern California office administrator or the New York Travel Department.

Madrid Office Travel Practices

Air Travel. Flights from Madrid to our New York or Washington, D.C. office should be booked in coach unless the traveler will be working in the office on the day of arrival, in which case business class may be booked. Flights to Northern California, Brazil and all Asian offices may be booked in business class due to the duration of the flight. For flights to and from London or Paris, coach should be booked.

Travel to and from the airport. For travel to and from the airport lawyers typically use a public taxi.

Hotels. For a list of recommended hotels in Madrid, contact the Madrid office administrator or the New York Travel Department.

Washington, D.C. Office Travel Practices

Air Travel. Flights from Washington, D.C. to our New York, Northern California or European offices should be booked in coach unless the traveler will be working in the office on the day of arrival. Flights from Washington, D.C. to all other DPW offices may be booked in business class due to the duration of the flight.

Travel to and from the airport. For travel to and from D.C. area airports lawyers typically use one of several providers including, Sunny's, Capitol Livery and Arlington Red Top sedan. Additionally, public taxis are readily available and generally reliable.

Hotels. For a list of recommended hotels in the Washington, D.C. area, contact the D.C. Office Administrator, or the New York Travel Department.

Personal Travel Planning

Most personal travel requests are referred to Carlson Wagonlit's Leisure Travel specialists at 1-800-811-8996, or by visiting their website at www.se.navigantvacations.com. Our travel counselors can assist with quick air, hotel, rail or car reservations, however, please understand their first priority is client and firm-related travel. Please be advised that there will be a transaction fee charged when booking travel through the travel agency.

Per Diem Expense Guidelines - International

The per diem figures provided below are not exact and are intended to be used by travelers as a guide. They include hotel accommodations, laundry, meals and personal phone calls. They do not include car rentals.		
City	Country	Amount (\$US)
Abu Dhabi	United Arab Emirates	372
Adelaide	Australia	233
Agana	Guam	371
Amman	Jordan	306
Amsterdam	Netherlands	501
Athens	Greece	473
Auckland	New Zealand	186
Bangkok	Thailand	326
Beijing	China	364
Berlin	Germany	475
Birmingham	England	308
Bogota	Columbia	249
Bombay	India	394
Brussels	Belgium	375
Budapest	Hungary	259
Buenos Aires	Argentina	308
Cairo	Egypt	263
Calgary AB	Canada	225
Cape Town	South Africa	183
Caracas	Venezuela	354
Cologne	Germany	302
Copenhagen	Denmark	471
Dubai	United Arab Emirates	569
Dublin	Ireland	378
Edinburgh	Scotland	380
Edmonton AB	Canada	190
Frankfurt	Germany	323
Geneva	Switzerland	594
Halifax NS	Canada	201
Hamburg	Germany	412
Hamilton	Canada	209
Helsinki	Finland	379

Ho Chi Minh City	Vietnam	274
Hong Kong	Hong Kong	530
Istanbul	Turkey	470
Jakarta	Indonesia	185
Jeddah	Saudi Arabia	289
Jerusalem	Israel	355
Johannesburg	South Africa	141
Kuala Lumpur	Malaysia	226
Leeds	United Kingdom	270
London	Canada	181
London	England	751
Luxembourg	Luxembourg	375
Madrid	Spain	473
Manchester	England	319
Melbourne	Australia	347
Mexico City	Mexico	291
Milan	Italy	767
Monterey	Mexico	187
Montreal PQ	Canada	285
Moscow	Russia	831
Munich	Germany	447
National Average	Canada	288
New Delhi	India	417
Nice	France	605
Osaka	Japan	382
Oslo	Norway	381
Ottawa On	Canada	284
Paris	France	1205
Perth	Australia	286
Prague	Czech Republic	391
Quebec PQ	Canada	217
Rio de Janiero	Brazil	428
Riyadh	Saudi Arabia	366
Rome	Italy	697
San Juan Puerto Rico	United States	374
Santiago	Chile	246
São Paulo	Brazil	266
Seoul	South Korea	338
Shanghai	China	393
Singapore	Singapore	379
Stockholm	Sweden	352
Stuttgart	Germany	292
Sydney	Australia	354
Taipei	Taiwan	320
Tel Aviv	Israel	443
The Hague	Netherlands	322
Tokyo	Japan	462
Toronto On	Canada	309
Vancouver BC	Canada	297
Victoria	Canada	173
Vienna	Austria	419

Winnipeg MB	Canada	186
Zürich	Switzerland	511

Per Diem Expense Guidelines - United States

The per diem figures provided below are not exact and are intended to be used by travelers as a guide. They include hotel accommodations, laundry, meals and personal phone calls. They do not include car rentals.

City	State	Amount (\$US)
Akron	Ohio	175
Albany	New York	214
Albuquerque	New Mexico	204
Allentown/Bethlehem	Pennsylvania	173
Anaheim/Orange County	California	386
Anchorage	Alaska	242
Ann Arbor	Michigan	241
Atlanta	Georgia	291
Austin	Texas	322
Baltimore	Maryland	314
Baton Rouge	Louisiana	211
Billings	Montana	158
Biloxi/Gulfport	Mississippi	165
Birmingham	Alabama	225
Boise	Idaho	182
Boston/Cambridge	Massachusetts	384
Buffalo/Niagara Falls	New York	208
Burlington	Vermont	233
Charleston	South Carolina	252
Charleston	West Virginia	148
Charlotte	North Carolina	263
Chicago	Illinois	391
Cincinnati	Ohio	216
Cleveland	Ohio	258
Columbia	South Carolina	189
Colorado Springs	Colorado	185
Columbus	Ohio	210
Corpus Christi	Texas	200
Dallas	Texas	266
Dayton	Ohio	182
Denver	Colorado	266
Des Moines	Iowa	189
Detroit/Dearborn	Michigan	258
Durham/Chapel Hill	North Carolina	211
El Paso	Texas	202
Erie	Pennsylvania	163
Fargo	North Dakota	168
Fort Lauderdale	Florida	335
Fort Worth	Texas	258
Fresno	California	190
Grand Rapids	Michigan	177
Green Bay	Wisconsin	154
Greensboro	North Carolina	208

Greenville/Spartanburg	South Carolina	176
Harrisburg	Pennsylvania	192
Hartford	Connecticut	224
Honolulu	Hawaii	359
Houston	Texas	285
Indianapolis	Indiana	231
Jackson	Mississippi	177
Jacksonville	Florida	274
Kansas City	Missouri	244
Knoxville/Oak Ridge	Tennessee	189
Las Vegas	Nevada	301
Lexington	Kentucky	213
Little Rock	Arkansas	198
Los Angeles	California	381
Louisville	Kentucky	223
Madison	Wisconsin	205
Manchester	New Hampshire	210
Memphis	Tennessee	208
Miami	Florida	415
Milwaukee	Wisconsin	199
Minneapolis	Minnesota	267
Mobile	Alabama	245
Nashville	Tennessee	275
New Haven	Connecticut	220
New Orleans	Louisiana	285
New York - Manhattan	New York	699
Newark	New Jersey	251
Norfolk	Virginia	194
Oakland/Berkeley	California	237
Oklahoma City	Oklahoma	191
Omaha	Nebraska	212
Orlando	Florida	316
Peoria	Illinois	192
Philadelphia	Pennsylvania	347
Phoenix	Arizona	279
Pittsburgh	Pennsylvania	267
Portland	Maine	214
Portland	Oregon	219
Providence	Rhode Island	227
Raleigh	North Carolina	215
Richmond	Virginia	207
Riverside/San Bernadino	California	201
Rochester	New York	205
Sacramento	California	226
Saint Louis	Missouri	242
Saint Paul	Minnesota	252
Salt Lake City	Utah	221
San Antonio	Texas	326
San Diego	California	321
San Francisco	California	396
San Jose/Silicon Valley	California	289

Santa Barbara	California	271
Scottsdale	Arizona	425
Scranton/Wilkes-Barre	Pennsylvania	177
Seattle	Washington	335
Shreveport	Louisiana	174
Sioux Falls	South Dakota	154
Spokane	Washington	189
Springfield	Massachusetts	183
Syracuse	New York	213
Tampa	Florida	286
Toledo	Ohio	163
Trenton	New Jersey	240
Tucson	Arizona	226
Tulsa	Oklahoma	176
Washington	D.C.	407
West Palm Beach/Boca Raton	Florida	484
Wichita	Kansas	199
Wilmington	Delaware	224

This policy is part of the Lawyers' Handbook.

1.54 Two-Partner Policy

The firm's "two-partner" policy applies to

- opinions,
- legal investigation ("due diligence") reports, together with any related reliance or non-reliance letters, and
- certain conflict waivers.

As described more particularly below, the policy requires the advance concurrence of a second partner. Individual groups may adopt additional procedures.

Opinions

Any opinion is to be reviewed by a second partner who is substantively knowledgeable and has been sufficiently briefed on the relevant facts and any unusual or particular legal issues involved. The second partner should be provided with a draft of the opinion (marked to show any substantive variation from our standard form or customary opinion of the same type) and be given an opportunity to discuss with the responsible partner the factual investigation, procedures and legal analysis supporting the opinion.

The second partner is to review the draft opinion and satisfy himself or herself that he or she would be comfortable in giving the opinion based on the second partner's understanding from the responsible partner of the factual investigation, procedures and legal analysis underlying the opinion; however, the second partner is not expected to duplicate the work of the responsible partner. Both partners are expected to consult more broadly if the legal or factual issues involved so warrant.

The partner responsible for delivering the opinion is also responsible for seeing that the second partner's concurrence is appropriately memorialized, by initialing a copy of the opinion sent to the record center or by email, for example.

Individual practice areas and offices may adopt additional procedures or may designate particular partners to perform the second partner review function.

Legal Investigation Reports and Reliance/Non-reliance Letters

These are also subject to the second partner concurrence requirement. As in the case of opinions, the second partner should be informed of the relevant background and issues, and is to review a copy of the proposed document, marked to show changes from the Firm standard or customary form.

In the case of legal investigation reports, the second partner is not expected to review the factual or legal summaries (except where these involve sensitive or difficult issues, which the responsible partner is to specifically identify to the second partner) but is expected to review the description of the investigation scope and procedures and the disclaimers to be included in the report. If financing sources or other parties seek to receive a report (on a non-reliance basis) or rely on a report, the form of reliance or non-reliance letter is subject to the same second-partner review procedure.

Memorialization of the second partner's concurrence is to be handled in the same way as in the case of an opinion.

Individual practice areas and offices may adopt additional procedures or may designate particular partners to perform the second partner review function.

Certain Conflict Waivers

Conflict waivers which involve novel or complex issues or are otherwise sensitive are to be reviewed by a second partner; where especially sensitive issues are involved, the "[gencoun](#)" or a member of the Management Committee should also be consulted. The second partner's concurrence should be memorialized in a manner similar to that for opinions.

General Procedures

Responsible partners should plan ahead to be sure that the second partner is identified and briefed in a sufficiently timely manner that delivery of the reviewed and approved documents is not delayed.

"[Gencoun](#)" when it is appropriate, can perform the role of the second partner with respect to engagement letters and conflict waivers.

See also: [Principles-based Guidelines for Second Partner Review](#)

This policy is part of the Lawyers' Handbook.

1.55 Vacation - As of January 1, 2016

Vacation Accrual

Each associate is entitled to 20 days of vacation in each full calendar year. The monthly accrual is 1.667 days (11.67 hours) for each month worked, provided that the associate is employed by the Firm and on active status (not on an unpaid leave).

When their compensation class is five years out of law school, associates are entitled to 25 days of vacation effective at the start of the following calendar year. The monthly accrual is 2.083 days (14.58 hours) for each month worked.

After five years as counsel, each counsel is entitled to 30 days of vacation effective at the start of the following calendar year. The monthly accrual is 2.50 days (17.5 hours) for each month worked.

Vacation continues to accrue during a disability and/or paid leave, with the exception of Primary Caregiver Leave, during which vacation time does not accrue. No vacation is accrued during a period of unpaid leave.

Vacation will accrue to a maximum of ten days over the annual accrual rate. Once this level of vacation is accrued and the employee does not use any vacation, vacation no longer accrues until the employee takes some of the previously accrued vacation. The employee will not be retroactively granted vacation that would have been earned during the time the vacation was capped.

You are expected to schedule and use vacation time regularly in order to maintain accrual balances below the capped level. We encourage you to use your vacation time during the year in which it accrues.

Lawyers can view their time-off balance and requests in Workday.

Continuous Service Requirement	Monthly Vacation Accrual	Annual Vacation Accrual	Maximum Vacation Accrual Cap
Associate	1.667 days (11.67 hours)	20 days (140 hours)	30 days (210 hours)
On January 1 following the year the compensation class is five years out of law school, and each year thereafter	2.083 days (14.58 hours)	25 days (175 hours)	35 days (245 hours)
After five years as counsel, effective the start of the following calendar year	2.5 days (17.5 hours)	30 days (210 hours)	40 days (280 hours)

Scheduling of Vacation

Vacation schedules should be cleared in advance with assignment coordinators or practice coordinators, as well as the lawyers with whom you are working. When structuring vacations be mindful of your group's or department's vacation preferences (e.g. vacations in week long blocks vs single days, etc.) Please record (or have your assistant record) all time-off in Workday prior to taking time-off.

Before leaving for vacation, you must be sure that your contact file has a telephone number and address where you can be reached and, if you will be in several places, the dates and information for each. If the information to be made available to outside callers should be restricted, the contact file should so indicate.

Vacation Pay at Termination

The maximum amount of accrued and unused vacation time that is paid at termination is 10 days or 70 hours. All other accrued and unused vacation time over the 10 days will be forfeited without compensation.

This policy is part of the Lawyers' Handbook.

1.56 Vendors — Financial Interests in Vendors; Gifts and Gratuities; Solicitation of Contributions

Davis Polk partners and employees may not solicit charitable contributions or gifts of any sort from individuals or companies that provide Davis Polk with goods or services. If you or any member of your immediate family has a financial interest in, or is employed by, or performs any services for, any company

that provides any service to the Firm or which may be engaged in connection with a client-related project (including document management, court reporting, or litigation support services), you must advise [the Management Committee](#) or the Executive Directors.

Printers of briefs and records, financial printers, court reporters, temporary employment agencies, as well as other regular vendors have been asked to instruct their sales representatives not to provide gifts or offer free tickets or invitations to sporting or other events to our legal or general staff. As you know, in many instances our clients, or their clients, pay the cost for these services and goods. These costs can be very substantial and sometimes require explanation. To avoid any potential embarrassment or appearance of non-objectivity, you should not accept presents or gifts other than inexpensive mementos such as pens, caps, cups, calendars and other similar items of nominal value.

This policy is part of the **Lawyers' Handbook**.

1.57 Writing Books, Papers and Articles

In general, the Firm encourages its attorneys to contribute to the public dialogue about legal and other issues by writing books, papers, articles or other pieces on topics of their choosing. On the other hand, lawyers at the Firm must be sensitive to the fact that writings on certain legal, business and other issues may, directly or indirectly, affect the interests of the Firm's clients or the firm. Given this need for sensitivity, lawyers and staff who are considering whether to publish a book, paper, article or other writing that may be relevant to the business interests of the Firm, its clients or its vendors must first get permission of their Practice Group Coordinator or the Management Committee. Regardless of the nature of the writing, advance permission must also be obtained if the author is to be identified as someone affiliated with the Firm.

This policy is part of the **Lawyers' Handbook**.

2 Procedures and Information

2.1 Associates Committee

[The Associates Committee](#), composed of partners and a rotating group of associates, provides a forum for discussion of issues such as congeniality of our work environment and professional development, training and evaluation. The Committee also is one of the places, in addition to the Diversity Committee, where members may discuss issues relating to the Firm's policy against discrimination and sexual harassment and ways to heighten the sensitivity of all DPW personnel. The Committee welcomes suggestions of issues or concerns that should be addressed by the Committee.

If you have any suggestions, please feel free to discuss them with any member of the associates committee, or alternatively you may submit your suggestions anonymously by clicking the link to the suggestion box below.

[Suggestion Box](#)

Note: This procedure does not apply to UK Trainee Solicitors.

This policy is part of the **Lawyers' Handbook**.

2.2 Charitable Contributions/Law School Matching Gift Program

Davis Polk offers a matching gift program under which it will match gifts donated by associates and counsel to law schools selected by them in amounts up to \$350 per year, per lawyer. Lawyers making gifts should deliver gift acknowledgements, or proof of gift to Rose DeStefano in the Recruiting Department for processing. The firm does not match other charitable contributions other than the law school program described.

This policy is part of the **Lawyers' Handbook**.

2.3 Commuter Program

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Introduction

The Firm provides various programs that allow eligible employees to pay with pretax dollars for expenses for commuting to work:

- Public Transportation
- Parking

Please read this summary carefully and completely. If you have any questions, please contact the Benefits Department.

» Who Can Be Covered by these Programs?

All general staff and legal staff employees (excluding summer, temporary, and on-call employees) in the New York, DC and Menlo Park offices are eligible for these programs.

Public Transportation

Tax regulations limit your pretax benefits to \$255 per month for the cost of public transportation to commute to work. Your pretax payroll deduction is exempt from federal, state, FICA and local payroll taxes, saving you up to 40%. However, you can elect to have additional after-tax deductions made if your monthly commuting expense is greater than this amount. WageWorks allows you to select from the transit service providers in your area and provides free home delivery of commuter passes or monthly transit passes/tickets. If your transit service providers vary during the month or you would rather not be part of a particular transit provider's program, you may elect to have a WageWorks Commuter Card mailed to your home. This is a reusable stored-value card that works like a credit card at transit provider ticket windows and vending machines. It can be used to purchase monthly transit passes/tickets or MetroCards. It will automatically be credited with the monthly amount you have elected, unless you make a change in your election.

Parking

Tax regulations limit your pretax benefits to \$255 per month for qualified parking. However, you can elect to have additional after-tax deductions made if your monthly parking expense is greater than this amount. "Qualified parking" includes parking facilities near the office or at the point where one gets public transportation (such as a commuter train station).

WageWorks can make a direct payment to a parking garage or lot each month. All you need to do is make a one-time request. If you drive part of the time or park in different parking lots, you may elect to have a WageWorks parking card mailed to your home. This is a reusable stored-value card that works like a credit card at parking facilities that accept credit cards. You may also elect the "pay me back" option. You pay your parking as you normally do and then submit claims with receipts to get reimbursed. You can file claims online or on paper.

» How Do I Join the WageWorks Public Transportation / Parking Programs?

You may enroll and make changes online or by phone. You can register online at www.wageworks.com, and click on "First time user? Register Now". You may also enroll or make a change by calling WageWorks directly at 877-WageWorks (877-924-3967) from 8:00 a.m. to 8:00 p.m. Once you register, click on the "Commuter" tab to make your election.

The cutoff for all enrollment and changes is the 4th of the month for the following month. For example, if you want to enroll for March, you must make your election by February 4th. You will receive your transit passes/tickets or MetroCards by mid-February for use in March. You will receive deductions for this election in February. You can change your election each month. If your cost is the same every month, you do not have to change your monthly election.

Davis Polk will initially supply WageWorks with your home address. Please note that once enrolled, WageWorks will only accept address changes from you. In addition, you may specify a "preferred mailing address", which can be different from your home address. However, your WageWorks preferred mailing address cannot be Davis Polk's address. If you move, you must update your address with both Davis Polk and WageWorks.

You will be required to establish a username and password. Please do not use your Davis Polk username and password.

For biweekly employees: your WageWorks deductions will be deducted from the last payroll of the month. For example, your March WageWorks election will be deducted from your last February paycheck.

Other Important Information

Duration of the Benefit Plans

It is the Firm's intention to continue Plan benefits. However, the Firm reserves the right at any time to terminate, suspend, withdraw, amend or modify Plan benefits in whole or in part at its sole discretion.

This policy is part of the **Lawyers' Handbook**.

2.4 Contact

A place to record your contact information is available within the 411 program. This information will keep Davis Polk personnel informed as to the whereabouts of both legal and general staff. Contact information must be updated using the 411 program whenever one arrives in the office, leaves for the day or is going to be away for any reason. Administrative assistants are responsible for updating their principals' contact information. When a lawyer is on vacation, the contact information should indicate to whom matters should be referred as well as a telephone number to contact the lawyer while on vacation. It is not recommended to refer a client to an administrative assistant in order to obtain this information.

Lawyers must ensure appropriate information has been given to their administrative assistants so that they can keep the contact information up-to-date. All nonlegal staff are also expected to keep their own contact information up-to-date. Any lawyer, administrative assistant or legal assistant who needs help on how to update their contact information or use the 411 program should call your local IT Coordinator or Computer Support.

This policy is part of the **Lawyers' Handbook**.

2.5 Departure Procedures

Please let the Associate Development Department know promptly if you have decided to leave the Firm. You must meet with Associate Development before you leave for an exit interview and in order to review a checklist of departure procedures. The checklist addresses, among other things, important issues including the reassignment of outstanding projects on which you are working and the forwarding of any electronic or paper documents you may have that are subject to a preservation notice. You will receive a departure checklist soon after giving notice. You are required to return a signed copy of the checklist to Human Resources, Rm. 1017, prior to your departure from the firm.

Lawyers looking for new employment need to be mindful of the ethical issues that may arise when interviewing with and/or receiving a job offer from another law firm which is involved in a matter on which the lawyer is working. Although the issue is most acute if the other law firm is representing an adversary in litigation, the issue can also arise in connection with transactional or advisory work. The ethics issue results from the possibility that the lawyer's independent judgment and zealous representation of our client might be materially limited by his/her employment negotiations with another law firm involved in the matter.

Although the specific response can depend on the lawyer's seniority and his/her responsibility on the case, the first important step is that the lawyer inform a supervising lawyer if he/she is going to have an interview with another law firm involved in a matter. We recognize that there may be a reluctance by lawyers to do this, especially if they have not firmly decided to leave DPW. Nonetheless, because of potential ethical complications if the process goes on too long before a supervisor learns what is happening (e.g., an associate with an offer from an adversary law firm continues to work on a case at DPW without informing a supervising lawyer), lawyers need to let a supervisor or member of the Management Committee know of this type of situation.

Once the lawyer has communicated this information, the appropriate response is a function of the specific circumstances. Appropriate steps may include notification of the current client on whose matter the attorney is working and notification of the prospective employer so that, respectively, consent can be obtained and a firewall erected. But the key is that the matter get attention at least by the time that the lawyer is seriously considering accepting a position with another firm.

You will not have access to your e-mail account after you leave the Firm. You are encouraged to activate either a standard departure message or create a customized message which includes a forwarding e-mail address and/or a contact at Davis Polk. To activate your departure message, go to the Vacation/Departure tab in our 411 program. Your departure message will remain active for one month after your last day with the Firm. After one month your account is deleted from the system and senders will receive bounce back messages.

Only items that are the personal property of the lawyer may be removed from the premises. These items may include personal books, files, artwork and desk accessories. Please contact Computer Support (x4-4040) to make a copy of any personal computer files or e-mail you may wish to take with you. These files will be deleted after you leave the Firm unless they are subject to a preservation notice. As stated in the Firm's confidentiality policy, DPW files, work-related correspondence, documents, bound volumes, training materials and standard forms, whether on paper or in electronic form, are the property of the Firm and may not be copied or removed from the office unless specific permission is obtained from the Management Committee or the appropriate Practice Coordinator. If you have any documents, emails or other materials subject to a preservation notice, you **must** forward these materials to the Record Center with a label identifying the client/matter to which those materials relate and stating that the materials should not be destroyed. **You must not remove or destroy any materials subject to a preservation notice.** Please contact Danielle McPartland, Record Center Manager (4-5431) if you have any questions.

See also [Record Retention Policy](#) and [Departure Checklist](#)

2.6 Expenses Allowed for Automobile Use

If you have driven your car to the office and would otherwise have been entitled to a taxi to your home, the mileage allowance (US 53.5 cents per mile for business automobile use), receipts for toll charges and parking may be submitted through the Expense Reimbursement program for approval in lieu of taking the Firm-paid car service.

This policy is part of the **Lawyers' Handbook**.

2.7 Fitness Reimbursement Procedure

Fitness Reimbursement Policy

The Firm offers all counsel and associates in the US a subsidy for gym membership or fitness classes. Lawyers in non-U.S. offices may seek reimbursement for a gym membership or fitness classes up to \$600/year, over a twelve month period.

US Offices

For lawyers in our US offices, the Firm subsidizes a portion of the membership fee [\[Note 1\]](#) at participating health clubs. The health club will arrange to charge your credit card on a monthly basis for your portion of the membership cost. Please see the **Health Club Membership Rates** for the current annual fees and costs associated with each of the participating health clubs.

The gym membership at participating health clubs will remain in place for one year from the date of enrollment. Changes in the gym contract including dropping out of the program or switching gyms can be made only on the anniversary date of the original membership. Lawyers who leave the firm or cancel their gym membership will need to advise the health club and the Benefits Department.

Lawyers who choose not to join a participating health club may instead choose to receive a subsidy of up to \$50 per month which is to be used for membership at a non-participating health club or for fitness classes.

You may seek reimbursement for only one activity per month and you cannot combine activities. For example, if your activity is \$40 per month, you will be reimbursed \$40 per month.

Reimbursements will be handled through the expense reimbursement program. (After selecting "New" under Expense Report Name scroll down and select U.S. Only - Gym Membership). You may submit expenses with receipts for the current month or past months within the same calendar year. Future month's reimbursements will not be processed. You will be asked to confirm that you do not participate in the firm's corporate gym membership program.

Please note that the portion of the gym membership or fitness classes paid by the Firm is considered taxable income to you and will be reflected in your W-2.

Your spouse or domestic partner is eligible to join a participating health club at the Firm's corporate rates (without firm subsidy) but is not eligible to receive firm reimbursement toward non-participating health clubs or fitness classes.

Please contact Liz Farah at ext. 4-4499 or your local Office Administrator with questions or for additional information.

All Other Offices

Lawyers in our non-U.S. offices are eligible to receive a subsidy for a health club membership or fitness classes of their choice and submit receipts on a monthly basis to the office administrator for reimbursement. The Firm will reimburse up to \$600/year, payable in equal monthly installments of \$50.00/month.

To receive reimbursement, please use the Expense Report program. Once in the program, select "Regular Expenses" and use client matter number 98000/800. Choose Gym Membership as the Expense Type. You may submit expenses with receipts for the current month or past months within the same calendar year. Future month's reimbursements will not be processed. Send to the Office Administrator for approval.

Please contact the Office Administrator with questions or for additional information.

Notes

1. Maximum reimbursement of \$97.50 for Equinox membership.

Health Club Membership Rates and Contact Information - New York

Crunch

Monthly Rate	\$37.50
Enrollment Contact	Randi Zinker 347-556-2732
Apply Online	onlineccs.com Password - davis
Equinox*	

Select Access @43rd Street

Monthly Rate	\$58.50**
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Select Access @44th Street

Monthly Rate	\$65.50**
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All Access

Monthly Rate	\$117.50**
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Destination Access

Monthly Rate	\$187.50**
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Enrollment Contact

[Nina Glassman](#)
646-477-2023

Locations and Apply Online

[equinoxfitness.com](#)

* The Corporate Program is only available to employees of Davis Polk. This offer is not extended to spouses, domestic partners, or any other non-DP&W persons. Also, corporate memberships are not transferable from one Davis Polk employee to another.

** There is a non-refundable one time only corporate initiation fee of \$100.00 payable to Equinox directly by each Davis Polk employee at the time of enrollment.

New York Health & Racquet Club

Monthly Rate	\$40.00
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Enrollment Contact

[Yvonne Chang](#)
212-220-0674

Apply Online

[nyhrc.com](#)

New York Sports Club

Monthly Rate	\$24.97 (monthly) <u>plus</u> \$49.95 annual fee
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Enrollment Contact

[David Cummings](#)
917-765-9920

Apply Online

[mysportsclubs.com](#)

Please feel free to visit any of the area gyms for a tour and information on Davis Polk's corporate membership program. If you are already a member of one of the health clubs, you are welcome to re-enroll at the corporate rate and expect the same payment procedures as new members (please contact each club for details). Davis Polk rates above reflect the firm's subsidy. Significant others do not receive the subsidy.

2.8 Intra-Office Communications

dpw.misc

If you would like to share information on a nonbusiness activity (e.g., a concert being given) or would like to buy or sell an item that might be of interest to others at the Firm, the "dpw.misc" email group is available for communicating such information. For instructions on using "dpw.misc" and other mail lists, click [here](#) or send an email message addressed to "[dpw.forum](#)" with the word "help" in the body of the message.

Email Addresses

Group electronic mail ("email") addresses have been set up for lawyers, paralegals, and staff in each of the departments, practice groups and various offices. These email groups are created automatically from the Firm's personnel database, PIN. For example, if a lawyer is transferred to the Hong Kong office, that lawyer's username will automatically be included in both the "all.lawyers.hk", "all.lawyers.asia", and "all.dpw.asia" email groups, once the PIN database has been updated. A [listing of these email groups](#) is available on the DP&W Intranet. Other manually maintained email groups are not included in this list.

This policy is part of the Lawyers' Handbook.

2.9 Job Opportunities

The Firm offers assistance to lawyers considering a job change. This assistance may include paying for the services of a job placement specialist recommended by the Firm and bringing job opportunities to the attention of associates. In addition, the corporate department maintains an on-line list of job opportunities, which corporate lawyers can access by clicking on the link below.

- [Job Opportunities](#)
(Access for attorneys only.)

Associates who frequently receive inquiries about their interest in other jobs have asked the Firm to provide some guidance on the job market. The Firm has turned to an outside expert, Carol Kanarek, to provide that guidance; her piece can be read by clicking on the link below.

- [Making It Your Decision: Notes on Placement Opportunities for Davis Polk Associates](#)

(Carol has specialized in providing career-related services to lawyers and law firms, including the Firm, for over fifteen years. She holds B.A. and M.A. degrees in anthropology and received her J.D. from the University of Michigan Law School. She has worked as a corporate associate at a New York law firm and as the career services director and a legal writing instructor at a New York-area law school. She has served as chairperson of the Career Issues Committee of the American Bar Association's Young Lawyers Division, and conceived of and edited the first addition of *Changing Jobs: A Handbook for Lawyers*, which was published by the ABA in 1989. She recently was appointed to the Careers Task Force of the ABA, and is a member of the board of editors of *Law Firm Partnership and Benefits Report*. She frequently is invited to speak at meetings of state and local bar associations, and at programs sponsored by local and national law schools.)

If you would like the Firm to assist you, please contact any of Renee Desantis, the head of the Personnel Committee, or one of the partners responsible for placement assistance. Currently, those partners are:

- Corporate - Kathleen Ferrell
- Litigation - Jennifer Newstead
- Tax - Kathleen Ferrell
- Trust & Estates - Jeffrey Schwartz and Paula Ryan

Note: This procedure does not apply to UK Trainee Solicitors.

2.10 Non-Billable Numbers

The following is a list of non-billable numbers:

Office General Client/Matter Numbers	
98000/100	Business Development
98000/200	Practice Resources
98000/201	CLE
98000/250	Training (non-CLE)
98000/251	Associate Mentoring Program
98000/300	Pro Bono
98000/400	Non-Billable Client Work (NBCW)
98000/500	Administration

98000/550	Recruiting
98000/551	Recruiting - Northern California
98000/560	Summer Associates' Program
98000/600	Professional Activities
98000/650	Sports Teams
98000/700	Civic and Charitable
98000/800	Miscellaneous
98000/850	Trusts and Estates
98000/900	Personal Time

Foreign Office Relocation Numbers	
93000/xxx	London
93050/xxx	Madrid
93100/xxx	Paris
93300/xxx	Tokyo
93400/xxx	Hong Kong
93500/xxx	Northern California
93600/xxx	New York
93650/xxx	Beijing
93700/xxx	São Paulo
93900/xxx	London Temp. Assignment
93910/xxx	Paris Temp. Assignment
93930/xxx	Tokyo Temp. Assignment
93940/xxx	Hong Kong Temp. Assignment
93651/xxx	Beijing Temp. Assignment
93950/xxx	Northern California Temp. Assignment
<i>(or any number in the 93xxx/xxx series)</i>	

Business Development

98000/100

Client coverage and development and other marketing-related activities.

Projects	
Client Development	Maintenance and development of client relationships, including "beauty contests" and general meetings/presentations with or entertainment of clients or prospects.
Other Marketing Activities	Other marketing-related activities, including preparation of marketing materials, practice descriptions, deal lists, memoranda for distribution to clients, speaking at business, corporate or client industry conferences, outbound referrals to clients or other firms and contacts with the media.

Practice Resources

98000/200

Development of new practice areas or products, training of lawyers and legal assistants and development of standard forms, practice systems, etc.

Projects	
New Practice/Product Development	Development of new practice areas and new products.
Training and Professional Development	Training and professional development of lawyers and legal assistants; activities of the Lawyers' Training and/or Practice Resources Committee.
Forms, Procedures and Precedents	Development of standard forms, procedures and checklists and precedent files or databases.

CLE

98000/201

Attendance at internal Continuing Legal Education ("CLE") and Continued Professional Development ("CPD") training seminars or external CLE and CPD seminars such as Practicing Law Institute ("PLI"), the National Institute for Trial Advocacy ("NITA"), American Law Institute / American Bar Association ("ALI/ABA").

Training

98000/250

Attendance at non-CLE training programs or classes (such as orientation and foreign language lessons). Applicable *administrative expenses* such as lawyer travel to training programs (Lawyering 101, 301 & 501) should be charged to this number.

Associate Mentoring Program

98000/251

Time spent by partners and associates in connection with the formal, assigned, mentor program. This includes time spent during mentor/mentee meetings, expenses related to meals and entertainment, and time spent attending program events. Mentoring of associates outside of the formal program should be billed to 98000/800. Mentoring of summer associates should be billed to 98000/560.

Pro Bono

98000/300

All significant pro bono matters are assigned specific client / matter numbers. The pro bono general number should be used only for oversight of the pro bono program (including activities of the Pro Bono Committee) and for matters that are not assigned their own numbers.

Nonbillable Client Work (NBCW)

98000/400

Real estate, trusts and estates, litigation and other legal work for Firm personnel, client officers and friends of the Firm not assigned specific client matter numbers. In addition, please use the project "Client Bill Preparation" under 98000/400 for time spent preparing bills for clients. This includes but is not limited to time spent on the following: drafting a bill description; reviewing and revising a bill; reviewing time narrative and/or expense detail; internal meetings, telephone calls and email exchanges regarding a bill; meetings, telephone calls and email exchanges with a client regarding a bill and language translation of a bill. All significant NBCW matters are assigned specific client/matter numbers. The NBCW general number should be used only for matters that are not assigned their own numbers.

Administration

98000/500

Firm administration (including activities of certain committees), practice group administration (including practice and assignment coordinator activities) and branch office administration.

Projects:	
Management	Activities of the Management Committee and group and department practice and assignment coordinators, as well as any review of Firm management and governance.
Administration/Operations	Activities of Administration, Computer, Benefits, Library, Legal Assistants, Securities Transaction and Space Committees.
Finance	Activities of the Finance Committee.
Compensation	Activities of Compensation Committee and time devoted to compensation interviews and any review of the compensation system and its administration.
Personnel	Activities of Personnel and Senior Attorney Committees, but not the Recruiting and Training Committees.
Planning	Activities of Strategic Planning Committee and other time devoted to planning for the Firm, practice groups, individuals and clients.
Branch Offices	Activities relating to the operations of branch offices such as branch office administration, staffing and personnel.

Recruiting

98000/550

All recruiting activities (including interviewing, meetings, events) and expenses related to the bar admission process, i.e. interviews, transportation and accommodation, but not including registration fees.

Summer Associates' Program

98000/560

Professional Activities

98000/600

Bar associations, state bar registration fees, teaching at PLI, ALI/ABA or law schools, writing for publication, assistance to courts.

Miscellaneous

98000/800

Attendance at practice group and department breakfasts, lunches and other meetings (other than training sessions, which should be charged to 98000/201), Firm meetings, examination of legal periodicals and other steps toward keeping current, timekeeping, expense reports and other time spent on Firm matters not otherwise allocated.

Personal Time

98000/900

Projects:

- Vacation
- Illness
- Other [Relocation settle-in time]

This policy is part of the **Lawyers' Handbook**.

2.11 Pay Checks

Firm employees are paid biweekly or monthly. For those paid biweekly, the pay period covers the previous and current week of employment and checks are distributed on alternate Thursdays. Those paid monthly receive their paychecks on the 26th of each month.

Paychecks for employees working at 450 Lexington may be cashed at:

- Citibank
399 Park Avenue Branch
Enter via the revolving doors on East 53rd Street
Private Banking towards the right

You simply present your DP&W payroll check, endorse it in the presence of a teller and show your personal "ID Access Card" plus another piece of ID.

The Firm offers everyone the option of having payroll checks deposited directly into the recipient's bank account. You may designate a specific amount to be deposited in one of your accounts and the balance to another account or receive the balance in the form of a check. In order to participate, a completed direct deposit form along with a sample copy of your personal check for a checking account must be sent to the Payroll Department. Any direct deposit that has been set up will take effect within two payroll periods. The funds will be available to you on the day you receive compensation, since the deposit is electronically transferred. Accordingly, no time is needed for a check to clear. An electronic statement of earnings will be available on ADP iPay each payday.

This policy is part of the **Lawyers' Handbook**.

2.12 Personnel Record

The Firm is required by law to keep certain records for every member of staff. The Firm requires every member of staff to provide their name, address, telephone number, marital status, date of birth, number of dependents, person to contact in the event of an emergency. Therefore, employees should update Workday with any new information.

This policy is part of the **Lawyers' Handbook**.

2.13 Private Banking Resources

Citi Private Bank Law Firm Group

153 East 53rd Street, 23rd Floor
New York, NY 1022
Fax: 212-793-0094
Citibank N.A. ABA # 021000089
Online Banking: www.citibankonline.com

New York Office

Nazanien Monasebian-Knafo

Private Banker

212-559-1099

nazanien.monasebian@citi.com

Primary contact for Partners.

Keith Macey

Associate Banker

212-559-6844

keith.macey@citi.com

Primary contact for Associates.

Brian Alarcon

Associate Banker

212-559-1845

brian.alarcon@citi.com

Contact for Associates.

Kareem N. Boyce
Client Service Officer
212-559-0206
kareem.n.boyce@citi.com
Manages day-to-day service and
transactional needs.

William Lynch
Escrow Product Specialist
212-783-7108
william.lynch@citi.com
Assists attorneys with escrow transactions
requiring the services
of a third-party escrow agent.

Funds Transfer Unit/Routing Information

Citibank ABA No.: 021000089
Swift No.: CITIUS33

Facsimile (US): 866.815.3042
(International): 718.248.3425

24-Hour Private Bank Client Service
Telephone: 800.870.1073

Northern California Office

- [Robyn Delfierro](#)
Private Banker
650-329-7067
- Bryan Bradshaw
Banker Associate
650-329-7065

Washington Office

- Avanee Patel
Private Banker
202-220-3627
avanee.patel@citi.com
- Craig D. McKenzie
Banker Associate
202-220-3655
craig.d.mckenzie@citi.com

Paris, London, Madrid, Hong Kong, Beijing, & Tokyo Offices

- [Nazanien Monasebian-Knafo](#)
Private Banker
212-559-1099
Provides financial services for the firm and its partners. Coordinates Citi resources for clients of the law firm.

Citi Private Bank General Numbers

- Available 24 hours
800-870-1073
- (210) 677-0065 (This 24-hour number can be accessed when traveling abroad.)

Wire Transfer Unit / Routing Instructions

- Citibank ABA No.: 021000089
- Swift No.: CITIUS33
- Domestic Fax Number
866-815-3042
- Outside the U.S. Fax Number
718-248-3425

2.14 Pro Bono and Charitable Work

Davis Polk & Wardwell Pro Bono Commitment

Davis Polk & Wardwell views pro bono work as a central responsibility of the firm and our lawyers. We have a long and distinguished history of providing pro bono legal services to those who could not otherwise obtain legal representation and we expect each of our lawyers to work on pro bono matters throughout their careers at the Firm. At Davis Polk, we believe that pro bono work is critical to our lawyers and our firm not only because it assists those in need, but also because it enhances our own lives.

Davis Polk makes every effort to provide pro bono opportunities in numerous areas so that our lawyers can pursue the kind of pro bono commitment they find most meaningful. The Firm supports pro bono work through partner mentoring, training sessions, and devotion of resources. We cooperate with established pro bono service providers, clearinghouses, and courts so that our efforts are broadly channeled and most likely to benefit deserving individuals and recognized groups. In addition to fulfilling our desire and obligation to aid those in need, we are also gratified by the benefit pro bono work provides as a vehicle for early client responsibility and training.

Pro bono work is considered to be of equal stature to regular matters and is conducted in the Firm's name. Pro bono time is included as part of attorney time on Firm matters and evaluations of attorney performance take pro bono work into account.

Our Special Counsel for Pro Bono and our Pro Bono Coordinator, with the advice and supervision of the Pro Bono Committee, seek out and disseminate information on current pro bono opportunities and provide in-house support and training for lawyers handling individual matters. In addition, lawyers interested in areas in which the firm is not involved are encouraged to present matters to the Pro Bono Committee for consideration.

The Firm also encourages lawyers to participate in other civic activities, including mentor programs, participation in bar associations and service on the boards of directors of legal, charitable and civic organizations.

For more information, please see the [Pro Bono](#) intranet pages or contact [Sharon Katz](#), Special Counsel for Pro Bono, or Amy Rossabi, Pro Bono Coordinator.

This policy is part of the [Lawyers' Handbook](#).

2.15 Shredding - Document Shredding

Securely locked metal baskets are provided in each copy room at 450 Lexington for the proper disposition of sensitive documents requiring shredding. The baskets are picked up and emptied by the Maintenance Department on a routine and as-needed basis, and shredding is performed in a controlled and secure off-site location.

If you have a large volume of documents for shredding, i.e., one or more boxes, you should submit a request to, or call Maintenance at ext. 4-4399. You will need to provide the pickup location, quantity and client charge information. Boxes for shredding should not be left in places such as copy rooms and corridors.

This policy is part of the [Lawyers' Handbook](#).

2.16 Technology Procedures

2.16.1 Apple (Mac) Computers and Laptops

Mac computers and laptops are not supported by Davis Polk's Information Systems group; however Computer Support will try to assist users with remote access issues. Remote access programs such as Citrix and Outlook Web Access (OWS) have somewhat limited features when used on a Mac.

This policy is part of the [Lawyers' Handbook](#).

2.16.2 BlackBerry

BlackBerry

- [Provisioning](#)
- [Password](#)
- [Owner Information](#)
- [Email Signature](#)
- [Data Roaming / International Charges](#)
- [Tethering](#)
- [Phone Use](#)
- [Lost/Stolen / Damaged Devices](#)
- [BlackBerry Bold Extras](#)

Provisioning

A BlackBerry is provided by the firm to all lawyers and managers in all offices. Legal assistants can obtain a BlackBerry with approval from their manager.

BlackBerrys cannot be borrowed or loaned out.

Password

Your BlackBerry must always be password-protected. When you first receive your device, it will have a default password and will lock after two minutes. You cannot disable your password, but you can change it and also adjust the lock time. Please note that your BlackBerry password should be different from your user account password and must be four or more characters. Please see the tip [Password Protect Your BlackBerry](#) for instructions.

Owner Information

You are responsible for filling out owner information on the BlackBerry so that your contact information is displayed when the device is locked. If the BlackBerry is lost, this information can be used to return the device. Please see the tip [Adding Your Owner Information](#) for instructions.

Email Signature

The same tax and confidentiality signatures used for Outlook email must be added to outgoing BlackBerry email. Instructions for setting a BlackBerry signature can be found in the [BlackBerry User Guide](#).

Data Roaming / International Charges

NY, DC, MP

All AT&T BlackBerrys in US offices are enabled for international use; however, data charges outside of the United States can be expensive. If you plan to travel internationally with your BlackBerry, contact Computer Support so they can temporarily enable an international data plan on your device.

LN, SP, PS, TK, HK, BG

All European and Asian office BlackBerrys are enabled for international use and do not need to be transferred to a different international data or phone plan when traveling.

Tethering**NY, DC, MP**

AT&T provides a service whereby you can connect your BlackBerry to your Davis Polk or personal laptop and use it to get a wireless Internet connection from locations within the United States. For the US offices, this is the preferred broadband method for laptop users due to cost considerations. The tethering feature can be added for partners upon request. Other lawyers will need approval from any partner currently on the Technology Committee. If approval is secured, please forward the request with approval to Computer Support, and they will enable the feature and send you instructions.

While tethering sometimes works outside the United States, it should never be used because of prohibitive roaming charges. If you travel internationally and believe you may not have access to an Internet connection, an international [broadband card](#) can be requested for use with Davis Polk laptops.

LN, SP, PS, TK, HK, BG

BlackBerry tethering is currently not available with the European and Asian office BlackBerrys.

Phone Use

Office	BlackBerry Phone Policy
New York, NorCal, DC	BlackBerry users can sign up for a personal phone plan with AT&T to receive better rates and use the BlackBerry as their main phone. For more information about adding a voice plan, please see the BlackBerry Voice Plan Options page . Loaner cell phones are also available as an alternative to the BlackBerry phone. At the end of the month, any BlackBerry calls made without a voice plan must be individually charged to a client/matter number or a personal number. A list of your calls will be provided. SMS (text) messages will automatically be charged to your personal account.
London, Madrid, Paris	Cell phones are provided to lawyers, but BlackBerrys do have an enabled phone that can also be used. Any international calls/roaming calls must be charged to a client/matter number or a personal number. Excessive use of SMS or other nonbusiness-related features will be charged to the personal account.
Tokyo	Cell phones are typically provided for Firm use; however, the BlackBerrys do have an enabled phone that can be used. Any international BlackBerry calls must be charged to the client or personal account.
Hong Kong	BlackBerrys come with an enabled phone. Any international calls/roaming calls must be charged to a client/matter number or a personal number. Excessive use of SMS or other nonbusiness-related features will be charged to the personal account.
Beijing	BlackBerrys come with an enabled phone, but because of the high roaming rates in Beijing, the BlackBerry phone should not be used except in an emergency.

Lost / Stolen / Damaged Devices

If a BlackBerry is lost or stolen, it must be immediately reported to Computer Support so that the device can be remotely cleared and disabled.

If the device is lost or there is major damage such as a broken screen or water damage, a fee is charged. The first replacement is 50% of the cost of the unit. The full cost of the unit will be charged for each additional replacement.

There is no fee if the device is stolen and a police report is provided.

BlackBerry Bold Extras

The BlackBerry Bold comes with preinstalled programs and services. These extras are not supported by our Information Technology group, and any charges will not be covered by the Firm. However, they can be enabled for personal use. For more information on these extras, see the following FAQs:

- [Mass Storage](#)
- [AT&T Navigator](#)
- [Bluetooth \(Hands Free\)](#)

If your BlackBerry is lost, stolen or replaced, you will not be able to recover extra third-party applications, photos, videos, music or personal items that you had installed on to your BlackBerry. Computer Support advises following [some best practices](#) to minimize your losses.

2.16.3 Cellular Phones

Office	Cellular Phone Policy
New York	Loaner cell phones are available through the Telecommunications department. A client/matter number must be supplied and all charges will be billed to that number. For more information, contact the Telecommunications group (4-6658) or create a HEAT Self Service request to Information Systems with a Problem/Request type of "Cellular Phone."
Northern California, DC	Loaner cell phones are available upon request through the local Computer Support staff. Cell phone charges will be billed to either a client/matter or personal number. Upon request, visiting lawyers can be given a loaner cell phone.
London, Paris, Madrid	Cell phones are provided to all lawyers, and individual charges are billed to client matters or lawyer personal numbers. Upon request, visiting lawyers can be given a loaner cell phone.
Tokyo	Cell phones or firm SIM cards are available for lawyers who would prefer to use a Firm cell phone rather than their own. The Firm covers a monthly basic usage fee and, international calls will be charged to the client or lawyer personal account. Upon request, visiting lawyers can be given a loaner cell phone.
Hong Kong	Firm cell phones are not typically provided, since the BlackBerry phone is enabled. Upon request, visiting lawyers can be given a loaner cell phone.
Beijing	Loaner cell phones are available upon request through the office administrator on a temporary basis. The Firm covers a monthly basic usage fee and international calls will be charged to the client or lawyers personal account. Upon request, visiting lawyers can be given a loaner cell phone.

This policy is part of the [Lawyers' Handbook](#).

2.16.4 Dual Monitors

Dual monitors are available upon request to lawyers, law clerks and managers. All other requests will be evaluated on a case-by-case basis. Lawyers in the NY Office requesting a dual monitor should contact the Hardware group (4-4141) or submit a [HEAT Service Catalog](#) request to Information Systems with a Problem/Request type of "PC Hardware". Lawyers from all other offices should contact their local IT Coordinators or their office administrator.

This policy is part of the [Lawyers' Handbook](#).

2.16.5 Home Technical Support (Non-Work Problems)

Davis Polk has a relationship with a company in the greater NY area that can provide a high level of expertise in the setup, maintenance and repair of your personal and home computer equipment. The company, Advantage Technologies, can perform a number of useful tasks such as repairing PCs and laptops, installing printers and setting up home networks.

If they determine that their work requires a visit to your home, you will be able to arrange for an appropriate time for them to come to your home where they can then diagnose and fix the problems or install the appropriate hardware or software. They charge an hourly rate for their work (plus travel time if required) and additional costs for parts if necessary. Over the past few years they've worked with a large number of Davis Polk staff, and their track record is excellent.

If you would like their help, you can call them directly at: (212) 717-7700. If they do work for you, their charges will be automatically billed to your personal account. Please note that although we recommend this company, Information Systems does not serve as an intermediary for arranging for their services nor can we guarantee their work – all transactions are solely between you and Advantage Technologies.

For help outside of the New York office, please contact your local Computer Support staff for advice on third-party services.

This policy is part of the [Lawyers' Handbook](#).

2.16.6 Remote Access

- [Citrix](#)
- [OWA \(outlook.dpw.com\)](#)
- [Emergency Access](#)

Citrix

Citrix allows users to access their actual Davis Polk PC (and /or a shared desktop) from home, while traveling, or virtually anywhere where they have an Internet connection. All lawyers and managers are given Citrix access. Other users can request access from Computer Support based on need and required approvals.

OWA (outlook.dpw.com)

Outlook Web Access (OWA) provides access to your Outlook email from anywhere you have an Internet connection. All firm employees with Outlook accounts can use OWA. The login/password is your office login and office password.

Security Settings

When logging onto OWA you must choose either "This is a public or shared computer" or "This is a private computer." If you are connecting to OWA from a public computer such as an airport kiosk or PC at a client-site, you must choose "public or shared computer." This will minimize the risk of accidentally downloading attachments to the public computer or leaving your email session logged on.

Emergency Access

Some staff have been given remote access via Citrix solely for the purpose of working outside the office in the event of an Firm-designated emergency. The same steps and guidelines apply for Citrix. Emergency staff should ensure they are comfortable using these methods and have the necessary passwords handy at all times.

This policy is part of the **Lawyers' Handbook**.

2.16.7 Security Changes to Client Matter Folders

2.16.7.1 Security Changes to Confidential New Matters

Effective Tuesday, July 13, 2010, the procedure for opening confidential matters has been modified as noted below. Two levels of matter confidentiality are available.

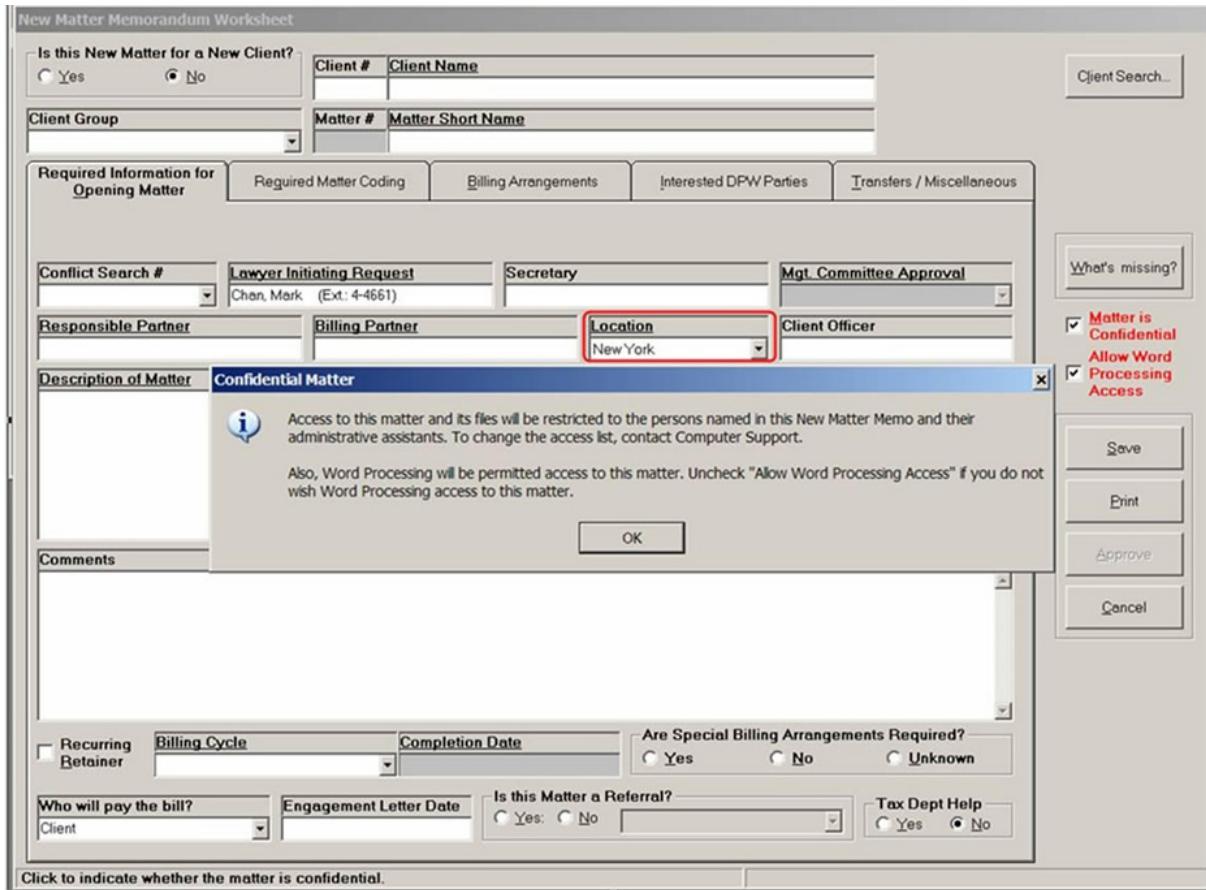
CONFIDENTIALITY LEVEL 1 – Confidential Matter

To designate a matter as confidential, click the **Matter Is Confidential** checkbox in the New Matter program.



When a matter is designated confidential:

- Access to the matter and its files will be restricted automatically to the persons named in the New Matter Memo and their administrative assistants, who will receive email notice of the restriction. This has not changed.
- Confidential matters created in the New York office.** The change is as follows. If a confidential matter is created in New York, New York Word Processing will have access unless the authorizing lawyer unchecks that option when the matter is created.



- Confidential matters created in offices other than New York.** Changes are as follows. If a confidential matter is created in any office other than New York, the local administrative assistants will have access in addition to New York Word Processing, unless that option is unchecked.

New Matter Memorandum Worksheet

Is this New Matter for a New Client?		Client #	Client Name	Client Search...
<input type="radio"/> Yes	<input checked="" type="radio"/> No			
Client Group		Matter #	Matter Short Name	
Required Information for Opening Matter		Required Matter Coding	Billing Arrangements	Interested DPW Parties
				Transfers / Miscellaneous
Conflict Search #		Lawyer Initiating Request	Secretary	Mgt. Committee Approval
		Chen, Mark (Ext: 4-4661)		
Responsible Partner		Billing Partner	Location	Client Officer
			London	
<p>Description of Matter</p> <p>Confidential Matter</p> <p><i>i</i> Access to this matter and its files will be restricted to the persons named in this New Matter Memo and their administrative assistants. To change the access list, contact Computer Support.</p> <p>Also, Word Processing will be permitted access to this matter. Uncheck "Word Processing Access" if you do not wish Word Processing access to this matter.</p> <p>In addition, London Administrative Assistants will be permitted access to this matter. Uncheck "Allow LN Admin Assts. Access" if you do not wish London Administrative Assistants access to this matter.</p> <p>OK</p>				
<p>Comments</p> <p>Recurring Retainer</p> <p>Billing Cycle</p> <p>Completion Date</p> <p>Are Special Billing Arrangements Required?</p> <p><input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown</p> <p>Who will pay the bill?</p> <p>Engagement Letter Date</p> <p>Is this Matter a Referral?</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>Tax Dept Help</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>				
<p>Click to indicate whether the matter is confidential.</p>				

CONFIDENTIALITY LEVEL 2 – Confidential Client + Confidential Matter

To keep the client's identity confidential, select client number **05908** (client name **Confidential**) in the New Matter program. The **Matter Is Confidential** checkbox will be selected automatically, and the matter will be designated confidential and treated as described above. In addition, the actual client name will not appear in the new matter memorandum, time reports or other information about the matter. Use of Client **05908 Confidential** is discouraged and is appropriate only in connection with the most sensitive matters where it is essential to keep the client's identity confidential. This has not changed.

Terminating Confidentiality

When a confidential matter becomes inactive (generally, six months after the last time entry), the Record Center will contact the responsible partner to determine whether the matter needs to continue as confidential. Unless the partner decides otherwise, the confidential designation and any computer access restrictions will be removed. This has not changed.

If the client was **05908 Confidential**, the partner will also be asked if the actual client name can be substituted.

Questions about the procedures for confidential matters? Contact the firm's General Counsel or Deputy General Counsel, or [Harvey E. Neville, Jr.](#)

This policy is part of the **Lawyers' Handbook**.

2.16.8 Technology Discounts

The Firm offers various employee discounts, which are outlined on the [Human Resources Personnel Discounts](#) page. These include:

- discounts on cell phone service through AT&T and Verizon
- discounts for lawyers on Microsoft Office
- discounts on select preconfigured systems and electronics at Dell

The Firm does not provide an allowance for at-home technology such as PCs or networking equipment.

This policy is part of the **Lawyers' Handbook**.

2.16.9 Wireless Keyboards/Mice

Wireless keyboards and mice are available to partners upon request but currently are not available to other users. All other requests, based on need, will be evaluated on a case-by-case basis. To request a wireless keyboard or mouse, contact the [Support](#) or submit a [HEAT Self Service](#) request to Information Systems with a Problem/Request type of "PC Hardware."

This policy is part of the **Lawyers' Handbook**.